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Title: **Glens Falls, City of and City of Glens Falls Unit, CSEA, Warren County Local 857 (1996)**

Employer Name: **Glens Falls, City of**

Union: **City of Glens Falls Unit, CSEA**

Local: **Warren County Local 857**

Effective Date: **01/01/96**

Expiration Date: **12/31/98**

PERB ID Number: **6795**

Unit Size:

Number of Pages: **68**

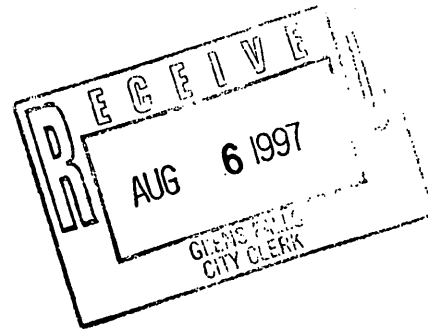
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Glens Falls, City Of And Csea Local
857 (City Employees Unit)

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AGREEMENT

by and between

THE CITY OF GLENS FALLS

and

FILE COPY THE CITY OF GLENS FALLS UNIT

of the

WARREN COUNTY LOCAL

of the

CIVIL SERVICE EMPLOYEES ASSOCIATION

January 1, 1996 - December 31, 1998

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AGREEMENT
between
THE CITY OF GLENS FALLS
and
THE CITY OF GLENS FALLS UNIT
of the
WARREN COUNTY LOCAL
of the
CIVIL SERVICE EMPLOYEES ASSOCIATION

PREAMBLE

THIS AGREEMENT, is made this 6 day of August 1997, by and between the City of Glens Falls, New York (hereinafter referred to as the City or the Employer) and the City of Glens Falls Unit of the Warren County Local of the Civil Service Employees Association (hereinafter referred to as the Union).

WHEREAS, it is the intent and purpose of the parties to set forth herein the basic agreement covering wages and terms and conditions of employment to be observed between the parties hereto; and

WHEREAS, the parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be opened on any item whether contained herein or not until a new agreement is negotiated, except as to those items specifically set forth in Article II of this agreement; and

WHEREAS, all proposals submitted by either party during the course of negotiations leading up to this Agreement and not covered by express terms of this Agreement are considered dropped and withdrawn;

NOW, THEREFORE, in accordance with the policy expressed in Section 200 of the New York State Civil Service Law, it is mutually agreed as follows:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL."

ARTICLE 1

RECOGNITION

1.1. BARGAINING UNIT

1.1.1. The City recognizes the Union as the sole and exclusive collective bargaining agent with unchallenged representation status for the maximum legal period for the purposes of the settlement of grievances, to pursue any matter or issue including, but not limited to, grievances in accordance with the procedures set forth in this agreement or to any court of competent jurisdiction, and to establish the terms and conditions of employment, as defined in Section 201(4) of the New York State Civil Service Law for the bargaining unit composed of the permanent classified position titles enumerated in this Agreement (See Schedule A-1 and B-1)

1.1.2. The City agrees that it will not negotiate or meet with any other employee organization with reference to terms and conditions of employment of employees in the bargaining unit.

1.1.3. Excluded from the bargaining unit are casual, part-time, seasonal, temporary, provisional or probationary employees and officials or employees within the following categories:

- A.** All elected officials, employees appointed by the Mayor, City Treasurer or City Council and employees in the unclassified service as defined in Section 35 of the New York State Civil Service Law.
- B.** All employees designated as Department Heads or Deputy Department Heads.
- C.** All employees in the Mayor's office.
- D.** All employees in the Personnel office.
- E.** All employees designated as management/confidential.
- F.** Labor Relations personnel.
- G.** Employees in the titles of Code Enforcement Officer, Building Inspector, and Rehabilitation Specialist.
- H.** Police officers and firefighters.
- I.** Superintendent of Municipal Operations and Services, Superintendent of Public Works, and Water Superintendent.

- J. Employees working at the waste water treatment plant in the following positions:
(1) chief operator, (2) principal operator, and (3) chemist.

1.1.4. The City recognizes its continuing obligation to negotiate with the union as to the terms and conditions of any new positions established during the term of this agreement, including, but not limited to salary grade and/or hourly rate.

1.2. PART-TIME EMPLOYEES

1.2.1. A part-time employee is a person who is employed by the City for a twelve month period and who works on an average of less than twenty hours per week or 1040 hours per year during said twelve month period.

1.2.2. Part-time employees shall also include those employees, either graded or non-graded, employed on a seasonal basis for a particular program or project for a period not exceeding six months.

1.3. REPRESENTATION RIGHTS OF THE UNION

The Union shall have the right to designate its own representatives and to appear before any appropriate official of the City to effect such representation, to direct, manage and govern its own affairs, to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the City or any of its agents.

1.4. EMPLOYEES RIGHTS

1.4.1. Any employee covered by the provision of this Agreement shall be free to join and take an active role in the activities of the Union without fear of any kind of reprisal, coercion or penalty from the Union and/or the City or its agents.

1.4.2. Any employee may bring matters of concern to the attention of the appropriate City representatives and officials in accordance with applicable laws and rules and may choose his own representative or appear alone in a grievance or appeal proceeding; providing, however, the Union shall be permitted entrance to all such proceedings and shall be informed immediately of any decision surrounding the case.

1.5. PERSONNEL FILES

1.5.1. The official personnel file for each employee shall be maintained by the Personnel Office. A personal history folder may also be maintained by the Department Head for each employee in the department.

1.5.2. Each employee shall have the right to review his personal history folder and his personnel file.

1.5.3. Any material related to an employee's work performance shall not be filed in his personal history folder and/or his personnel file, unless the employee is provided a copy.

1.5.4. An employee may submit for inclusion in his personal history folder and/or his personnel file a response to anything in the file which he considers adverse.

1.5.5. The Union may represent an employee in connection with this Article provided the employee has so notified the Department Head.

1.5.6. An employee shall have the right to have references to disciplinary action taken against the employee removed from his official personnel file which are more than three (3) years old.

1.6. MINUTES OF COMMON COUNCIL AND OFFICIAL BOARD MEETINGS

1.6.1. Within ten (10) days of the minutes of regularly scheduled or special meeting of the Common Council being prepared, a copy shall be distributed to the current Union president.

1.6.2. Within ten (10) days of requesting a copy of any other official board meeting of the City, i.e. Water and Sewer, Board of Public Safety, etc., a copy shall be given to the current Union president.

ARTICLE 2

DUES CHECKOFF

2.1. The City agrees that the Union shall have exclusive payroll deduction of regular membership dues and other authorized deductions for employees, and no other organization shall be accorded any such payroll deduction.

2.2. The City agrees it shall deduct from the wages of those employees who have signed the appropriate payroll deduction authorization permitting such deduction and remit such monies to the Civil Service Employees Association, Inc., 143 Washington Avenue, Box 7125, Capitol Station, Albany, New York 12224 or its designated agent.

2.3. The Union agrees to indemnify and hold the City harmless from and against any and all demands, claims, suits or other form of liability, including reasonable attorney's fees that may arise out of, or by reason of, any action taken by the City pursuant to the provisions of this Article.

2.4. All deductions under this Article shall be subject to revocation under Section 93-b of the General Municipal Law, as amended, by the employees who executed such assignments, giving

written notice to that effect. Such notice shall be given to the Union and the City Treasurer. The City Treasurer shall thereafter cease withholding any monies whatever under such check-off authorization.

2.5. The City shall continue to deduct from the wages or salary of employees in the bargaining unit who are not members of the Union, the amount equivalent to the dues levied by the Union and shall transmit the sum so deducted to the Union in accordance with Section 208.3(b) NYSCSL.

2.6. The Union affirms that it has adopted such procedures for refund of Agency Shop fee deducted as required in Section 208.3(b) NYSCSL. This provision for Agency Shop fee deduction shall continue in effect so long as the Union maintains such procedure.

2.7. This Agency Shop fee deduction shall be made following the same procedures as applicable for dues check-off as above 2.2. and 2.3.

2.8. Assignees shall have no right or interest whatsoever in any money authorizedly withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the assignees' last known address, the City and its officers and employees shall be released from any liability to the employee-assignors and the assignees under such assignments.

ARTICLE 3

RECIPROCAL RIGHTS

3.1. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interferences, restraint or coercion.

3.2. NO STRIKE

The Union affirms that it does not assert the right to strike against the Employer and agrees that it will not assist or participate in any such strike or impose upon any of its members or others an obligation to conduct, assist or participate in such a strike.

3.3. BULLETIN BOARDS

3.3.1. The City agrees to provide space on City bulletin boards to display material near each time clock.

3.3.2. No material shall be posted which is profane or obscene, or defamatory to the City or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

3.3.3. No organization other than the Union shall have the right to post material on City bulletin boards.

3.3.4. The Common Council or its designee shall have the authority to order material removed from the bulletin board within the meaning of this Article.

3.3.5. Any dispute over the material on the bulletin board will be submitted to the Labor-Management Committee for resolution and the material shall be removed from the bulletin board until the dispute is resolved.

3.4. VISITATION

3.4.1. The City agrees that non-employee officers and representatives of the Union shall have reasonable access to the premises of the Employer during working hours with advance notice to the appropriate City representative.

3.4.2. Such visitation shall be for the reasons of the administration of this Agreement. The Union agrees that such activities shall not unreasonably interfere with the normal work duties of employees.

3.4.3. The City reserves the right to designate a meeting place or to provide a representative to accompany the Union officer where operational requirements do not permit unlimited access.

3.5. RELEASE TIME FOR UNION BUSINESS

3.5.1. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of free time from their normal duties to fulfil these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the employer and employees and the uninterrupted operation of government.

3.5.2. The Union agrees that the names of such designated or elected employees will be given in writing to the Mayor of the City of Glens Falls.

3.5.3. Reasonable and necessary time shall be granted for the purpose of administering this section.

3.6. NEGOTIATING TEAM

Three (3) members will be permitted to conduct negotiations with the City on behalf of the Union during regular working hours with pay.

3.7. UNION OBLIGATIONS

3.7.1. The Union agrees to do its utmost to see that its members perform their respective duties loyally, efficiently, and continuously under the terms of this Agreement.

3.7.2. The Union and its members will use their best endeavors to protect the interest of the City of Glens Falls, to conserve the property, protect the public and to give service of the highest quality.

3.8. LIST OF EMPLOYEES

The City shall supply to the Union a list of all employees in the bargaining unit showing the employees' full name, home address, employee identification number, item number, job title, work location, membership status, insurance deductions, and first date of employment.

3.9. RELEASE TIME FOR CSEA, INC.

Members of the bargaining unit who are elected or appointed officials of CSEA, Inc., shall have the right to leave, without charge to accumulated leave credits, for the conduct of Union business as follows:

a) An employee who is delegated to the CSEA, Inc., annual convention shall be granted five (5) days leave per year to attend the CSEA annual convention.

b) An employee who is an elected or appointed official of the Region IV CSEA shall be granted three (3) days leave per year to attend meetings and official functions as called for by the Regional President.

c) The total time off for all employees under this section shall be no more than a total of ten (10) days per year.

ARTICLE 4

RIGHTS OF THE CITY

Except as expressly limited by the provisions of this Agreement, all of the authority, rights and responsibilities possessed by the City are retained by it, including, but not limited to, the right to determine the facilities, methods, means and number of personnel required for conduct of City programs, to administer the Civil Service system, including training, retention, promotion, assignment or transfer of employees pursuant to law, to establish specifications for each class of positions and to classify or reclassify, and to allocate or reallocate new or existing positions in accord with the law, and to discipline or discharge employees in accord with law and the provisions of this Agreement.

ARTICLE 5

GENERAL CONDITIONS

5.1. GENDER

Wherever the male gender is used in this Agreement, it shall be construed to include male and female employees.

5.2. REVIEW OF TIME CARDS

Every employee in the City service shall have the right to review or question their time card and may from time to time inquire through the Personnel Office as to his accrued leave time credits.

5.3. MILEAGE ALLOWANCE

5.3.1. The City will reimburse employees at the IRS rate per mile for the use of personal vehicles in connection with prior authorized official travel.

5.3.2. City vehicles will be utilized for City business whenever possible.

5.4. DESIGNEE

The term designee as used in this Agreement shall mean, so far as practical, that the "designee" shall be a person outside of the bargaining unit.

ARTICLE 6

WORK DAY AND WORK WEEK

6.1. WORK WEEK

6.1.1. The work week for the following designated titles shall be thirty-five (35) hours, consisting of five (5) consecutive work days not in excess of seven (7) hours pr day, Monday through Friday (Such employees shall have two (2) consecutive days off, a total of forty-eight (48) consecutive hours, each week):

- A. Assessor's office - Real Property Tax Service Assistant
- B. Building and Codes - Account Clerk
- C. Cemetery - Typist

- D. City Clerk's Office - Typist
- Clerk
- E. DPW - Clerk
- Senior Account Clerk
- F. Fire - Senior Account Clerk/Typist
- G. Health - Senior Typist
- H. Police - Animal Control Officer
- I. Purchasing
Senior Account Clerk
Principal Account Clerk
- J. Recreation - Senior Typist
- K. Transit - Senior Typist
Principal Account Clerk
- L. Treasurer's Office - Account Clerk
Senior Account Clerk
Principal Account Clerk
Payroll Clerk
Data Entry Machine Operator
- M. Wastewater Treatment Plant -
Principal Account Clerk
- N. Water/Sewer - Account Clerk
Senior Account Clerk
Senior Typist

6.1.2. The work week for the following designated titles shall be forty (40) hours, consisting of five (5) work days not in excess of eight (8) hours per day, Monday through Friday (Such employees shall have two (2) consecutive days off, a total of forty-eight (48) consecutive hours, each week):

- A. DPW - Junior Engineer
Automotive Mechanic
Building Maintenance Supervisor
Working Supervisor

Heavy Equipment Operator
Motor Equipment Operator
Sign Maintenance Worker
Cement Finisher
Storekeeper
Senior Building Maintenance Worker
Building Maintenance Mechanic
Building Maintenance Worker
Automotive Mechanic Helper
Laborer
Recreation Maintenance Mechanic
Recreation Maintenance Worker
Tree Trimmer/Driver
Tree Trimmer

- B. Wastewater Treatment Plant -
Maintenance Mechanic
Instrumentation Electrician
Senior Lab Technician
Laboratory Technician
Maintenance Supervisor
Plant Attendant
Laborer
- C. Water/Sewer -
Maintenance Supervisor/Storekeeper
Working Supervisor
Automotive Mechanic
Maintenance Worker I
Maintenance Worker II
Water Meter Service Worker
Water and Sewer Systems Maintainer
Dispatcher/Meter Reader
Laborer
- D. Parks -
Working Supervisor
Groundskeeper
Laborer
- E. Cemetery -
Working Supervisor
Motor Equipment Operator
Laborer
- F. Electrical -
Electrician

Electrician's Assistant
Laborer

G. Water Treatment Plant - Laborer

H. Police - Traffic Control Assistant

6.1.3. The work week for the following designated titles shall be forty (40) hours, consisting of five (5) work days not in excess of eight (8) hours per day (Such employees shall have two (2) consecutive days off, a total of forty-eight (48) consecutive hours, in a seven (7) day period):

A. Wastewater Treatment Plant -
Operator
Operator Trainee
Senior Operator

B. Water Treatment Plant -
Operator
Operator Trainee
Senior Operator

6.1.4. The work week for the following designated titles shall be forty (40) hours, consisting of five (5) work days not in excess of eight (8) hours per day:

Police -
Public Safety Dispatcher

6.1.5. The work week for the following designated title shall be forty (40) hours:

Recreation -
Recreation Attendant
Facility Attendant

6.1.6. The work week for the following designated titles shall be as set forth in the Rules and Regulations of operations for the Greater Glens Falls Transit System (GGFTS):

Automotive Mechanic/Storekeeper
Automotive Mechanic
Bus Driver
Transportation Dispatcher
Automotive Mechanic Helper
Cleaner

6.2. STANDARD WORK WEEK FOR PAYROLL

For payroll purposes only, the standard work week for City employees shall begin with Sunday of each week and end on Saturday of that week.

6.3. WORK DAY

6.3.1. The normal workday of employees covered by this Agreement in the following designated titles shall commence at 8:30 A.M. and end at 4:30 P.M., with a one (1) hour unpaid lunch period:

- A. Assessor's office - Real Property Tax Service Assistant
- B. Building and Codes - Account Clerk
- C. Cemetery - Typist
- D. City Clerk's Office - Typist
- Clerk
- E. DPW - Clerk
Senior Account Clerk
- F. Fire - Senior Account Clerk/Typist
- G. Health - Senior Typist
- H. Police - Animal Control Officer
- I. Purchasing -
Senior Account Clerk
Principal Account Clerk
- J. Recreation - Senior Typist
- K. Transit - Senior Typist
Principal Account Clerk
- L. Treasurer's Office -
Account Clerk
Senior Account Clerk
Principal Account Clerk
Payroll Clerk
Data Entry Machine Operator

M. Wastewater Treatment Plant -
 Principal Account Clerk

N. Water/Sewer -
 Account Clerk
 Senior Account Clerk
 Senior Typist

6.3.2. The normal work day of employees covered by this Agreement in the following designated titles shall commence between 7:00 A.M. and 8:00 A.M. and end between 3:30 P.M. and 5:00 P.M., with a one (1) hour unpaid lunch period:

A. DPW - Junior Engineer
 Automotive Mechanic
 Building Maintenance Supervisor
 Working Supervisor
 Heavy Equipment Operator
 Motor Equipment Operator
 Sign Maintenance Worker
 Cement Finisher
 Storekeeper
 Senior Building Maintenance Worker
 Building Maintenance Mechanic
 Building Maintenance Worker
 Automotive Mechanic Helper
 Laborer
 Recreation Maintenance Mechanic
 Recreation Maintenance Worker
 Tree Trimmer/Driver
 Tree Trimmer

B. Water/Sewer -
 Maintenance Supervisor/Storekeeper
 Working Supervisor
 Automotive Mechanic
 Water Meter Service Worker
 Water and Sewer Systems Maintainer
 Dispatcher/Meter Reader

C. Parks -
 Working Supervisor
 Groundskeeper
 Laborer

D. Cemetery -
Working Supervisor
Motor Equipment Operator
Laborer

E. Electrical -
Electrician
Electrician's Assistant
Laborer

F. Water Treatment Plant -
Laborer

G. Police - Traffic Control Assistant

6.3.3. The normal work day of employees covered by this Agreement in the following designated titles shall commence between 7:00 A.M. and 8:00 A.M. and end between 3:00 P.M. and 4:00 P.M.:

Wastewater Treatment Plant -
Maintenance Mechanic
Instrumentation Electrician
Senior Lab Technician
Laboratory Technician
Maintenance Supervisor
Plant Attendant
Laborer

6.3.4. A. The normal work day of employees covered by this Agreement in the following designated titles shall either commence between 7:00 A.M. and 8:00 A.M. and end between 3:30 P.M. and 4:30 P.M. with a one (1) hour unpaid lunch period (the first shift); or commence between 11:00 A.M. and 12:00 P.M. and end between 8:00 P.M. and 9:00 P.M. with a one (1) hour unpaid lunch period (the second shift):

Water/Sewer - Working Supervisor
Water & Sewer Systems Maintainer
Automotive Mechanic
Maintenance Worker I
Maintenance Worker II
Laborer

B. The second shift shall consist of at least a working supervisor and two (2) other employees from the above designated titles and shall be filled on a voluntary basis according to seniority. In the event that all of the required positions cannot be filled on a voluntary basis, the Department Head shall have the right to hire new employees or require existing employees in these titles to work the second shift beginning with the least senior employee.

6.3.5. The normal work day for Police-Public Safety Dispatchers covered by this Agreement shall be between 5:00 A.M. and 9:00 A.M.; 2:00 P.M. and 6:00 P.M.; and 9:00 P.M. and 1:00 A.M. The starting times of these shifts shall not be changed, except in an emergency, without reasonable advance notice to the affected employees and the Union president.

6.3.6. The normal work day for employees covered in this Agreement in the following designated titles at the Wastewater Treatment Plant shall either start at 8:00 A.M., 4:00 P.M. or 12:00 A.M.:

- A. Operator
- B. Operator Trainee
- C. Senior Operator

6.4. CHANGES IN WORK DAY

6.4.1. The normal work day of employees covered by Sections 6.3.1. and 6.3.2. may be changed by the employee's Department Head on a temporary basis, i.e. less than five (5) days, within the time parameters set forth in Sections 6.3.1. and 6.3.2.. Reasonable notice of any such temporary change shall be given to the Union president and the affected employees.

6.4.2. The normal work day of employees covered by Section 6.3.2. from April 1 thru October 31 of each year may be altered by the employee's Department Head to commence between 3:00 A.M. and 8:00 A.M.. Reasonable notice of any such change shall be given to the Union president and the affected employees. Positions affected by the altered work schedule shall be filled on a voluntary basis according to seniority. In the event that all of the required positions cannot be filled on a voluntary basis, the Department Head shall have the right to require employees to work this schedule beginning with the least senior employee.

6.4.3. The work schedule of employees covered by this agreement may be altered by mutual agreement of the City and unit president in order to accommodate the special needs of a particular department and/or category of employees any such agreement must be in writing, signed by both parties, specifically state the beginning and ending dates for the altered work schedule, and specifically set forth the category or categories of employees covered by the altered work schedule.

6.5. SHIFT PREFERENCE

Employees covered by this Agreement and assigned to work one of several available shifts shall have the right each year between December 1 and December 15 to submit a bid to work a particular shift for the following year. The appropriate Department Head shall assign employees to a particular shift based by job classification upon the employee's preference and the employee's seniority. In the event, the Department Head cannot fill a particular shift voluntarily based upon the employee's preferences, the Department Head shall have the right to require employees in the affected titles to work the second and/or third shift beginning with the least senior employee.

6.6. LUNCH PERIOD

6.6.1. Employees covered by this Agreement in the following designated titles shall be entitled to a thirty (30) minutes paid lunch period; however, because of the nature of their duties they will not be allowed to leave their work station during their lunch period without the prior approval of their immediate supervisor:

- A. Police Public Safety Dispatcher
- B. Wastewater Treatment Plant -
 - Maintenance Mechanic
 - Instrumentation Electrician
 - Senior Lab Technician
 - Laboratory Technician
 - Maintenance Supervisor
 - Plant Attendant
 - Laborer
 - Operator
 - Operator Trainee
 - Senior Operator
- C. Water Treatment Plant - Operator
 - Operator Trainee
 - Senior Operator

6.6.2. The City and the Union recognize that from time to time, employees covered by Sections 6.3.1. and 6.3.2. may be required to work through their normal lunch period. Employees who are required to work through their lunch period shall be paid for all hours actually worked and, unless overtime is authorized, their work day shall end one (1) hour early.

ARTICLE 7

COMPENSATION

7.1. SALARY SCHEDULES

7.1.1. Effective January 1, 1996 employees covered by this Agreement shall be paid in accordance with the 1996 portion of Schedule B-1 and A-2.

7.1.2. Effective January 1, 1997, employees covered by this Agreement shall be paid in accordance with the 1997 portion of Schedule B-1 and A-2.

7.1.3. Effective January 1, 1998, employees covered by this Agreement shall be paid in accordance with the 1998 portion of Schedule B-1 and A-2.

7.1.4. Retroactive payments shall be made in accordance with Section 26.1.2. of this Agreement.

7.2. INCREMENTS

7.2.1. Increments are due and payable on the anniversary date of an employee's employment by the City, EXCEPT where there is a break in City employment of more than one (1) year not occasioned by a leave of absence by New York State or City Law, Rules or Regulations or this Agreement.

7.2.2. The Glens Falls Civil Service Rules and Regulations also apply to this Section insofar as they specifically apply to the City.

7.3. SHIFT DIFFERENTIAL

7.3.1. A shift differential of an additional fifteen percent (15%) of the employee's base pay shall be paid to employees in the following designated titles assigned to work the second shift in Water/Sewer:

- A. Working Supervisor
- B. Maintenance Worker I
- C. Maintenance Worker II
- D. Laborer

This differential shall not apply to new employees in the Water/Sewer Department who are initially hired to work on the second shift.

7.3.2. A shift differential of \$.20 per hour shall be paid to all employees at the Wastewater Treatment Plant regularly scheduled to work on the second shift (4:00 P.M. to 12:00 A.M.) and a shift differential of \$.25 per hour shall be paid to all employees at the Wastewater Treatment Plant regularly scheduled to work on the third shift (12:00 A.M. to 8:00 A.M.).

7.4. WEEKLY PAY PERIOD

7.4.1. The City agrees that paychecks issued to employees will be made available to employees each week no later than 12:00 P.M. Thursday following the end of the payroll period.

7.4.2. Authorized overtime compensation shall be paid to employees at the close of the payroll period following the payroll period during which overtime was earned.

7.5. COMPENSATION OF TRANSFERRED EMPLOYEES

7.5.1. Any employee permanently transferred from one job classification to another shall transfer and be paid at the same annual increment and longevity attained, maintaining step level and time in grade.

7.5.2. Employees temporarily transferred and/or working out of title shall be compensated in accordance with Article 18 of this Agreement.

7.6. NO PYRAMIDING

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

7.7. WORKER'S COMPENSATION BENEFITS

7.7.1. When an employee receives benefits under the Worker's Compensation Law, he shall elect, in writing, and file with this department head whether he will be paid Worker's Compensation benefits or sick leave with pay during the period of his disability. If he elects to take paid sick leave, he shall, for the period of his disability not exceeding his accumulated and unused sick leave, be paid the difference between his regular rate of pay and his Worker's Compensation benefits. The time during which he is so paid shall be deducted from his accumulated sick leave. Upon the employees return to work the Personnel Office shall notify the appropriate payroll clerk in regard to the employees sick leave credits within thirty (30) days after being reimbursed.

7.7.2. Compensation credited to the account of the City from the New York State Worker's Compensation Board will be prorated and credited in the form of return sick leave to the employee so involved.

7.7.3. In no case shall any combination of disability or worker's compensation payment exceed the worker's compensation or regular daily pay of an employee.

7.8. DISABILITY INSURANCE

7.8.1. The City shall provide the disability benefit under the New York State Disability Insurance program for all bargaining unit employees.

7.8.2. The City shall be reimbursed for any advance payment of wages and benefits to such employee, in accordance with the provisions of the Worker's Compensation Law.

7.8.3. In no case shall any combination of disability payments and the employee's salary exceed the regular daily compensation of such employee.

7.8.4. After the exhaustion of all sick leave accruals, all payments of disability insurance shall go directly to the employee.

7.8.5. Sick leave pay shall be prorated, based on the disability payments received by the City, in accordance with the provisions of the Worker's Compensation Law.

7.8.6. The City will provide those benefits required by the New York State Disability Benefits Law to employees covered by this Agreement at no expense to such employees.

7.9. CREDIT UNION DEDUCTIONS

The City shall deduct for any employee, who so authorizes, payments to the Hudson River Federal Credit Union from the employee's payroll checks on a weekly basis.

ARTICLE 8

OVERTIME

8.1. ORDER OF SENIORITY

8.1.1. Overtime shall be on a seniority rotational basis by department, by classification within department, and, if additional people are needed, then the overtime shall be offered to employees in the manpower pool on a seniority rotational basis by classification.

8.1.2. To the maximum extent possible, each department shall post the overtime eligibility list so employees can tell on a daily basis who is eligible for the next available overtime.

8.1.3. A seniority list for the manpower pool shall be maintained by the City.

8.1.4. If an employee listed on the manpower pool declines to work the overtime twice in a row his name shall be removed from the manpower pool for twelve (12) months.

8.2. REQUIRED OVERTIME

If necessary coverage has not yet been achieved after the overtime is offered to the department, and then the manpower pool, the least senior employees on the departmental list in the numbers necessary shall be required to work the overtime.

8.3. Employees who worked the overtime referred to in 8.2. above may elect to work their regular shift immediately following the overtime (or with the consent of their immediate supervisor one-half of their regular shift); provided, however, it is not anticipated that they will be expected to work two (2) night time overtime shifts in a row. This provision shall not apply to bus drivers in the Transit Department (See Article 20).

8.4. For the purposes of overtime, the following shall be designated departments with separate seniority lists:

1. Cemetery
2. Public Works
3. Recreation
4. Parks
5. Water and Sewer
6. Transit
7. Police
8. Wastewater Treatment Plant
9. Water Treatment Plant

8.5. If an employee works overtime outside of his department, this overtime shall not affect his position on his department seniority list.

8.6. Deviations from rotation shall only be made in the event of a sudden emergency, in which case the employee receiving the overtime shall be deemed to have been assigned overtime for that rotation provided, however, that the authority granted by this section shall not be abused to avoid equitable rotation.

8.7. Refusal of overtime shall be treated as overtime worked, for the purpose of placement on the rotation list.

8.8. New employees shall be placed on the rotation list on the basis of seniority and title upon completion of the employee's probationary period.

8.9. Nothing contained herein shall form a basis for any claim for wages or overtime premiums for hours not worked.

8.10. A record of actual overtime hours worked or refused by an employee will be maintained and made available for reasonable inspection and copying by the appropriate CSEA representative.

8.11. The City shall not require an employee to work more than sixteen (16) hours continuously per day without the consent of the employee.

8.12. Overtime work must be authorized in advance by the appointing authority or its designated representative, before credit for overtime work may be allowed.

8.13. Employees required to work scheduled overtime will be given as much advance notice as is reasonably possible with a minimum of three (3) days notification. Employees scheduled to work overtime will be subject to the same provisions set forth in this Agreement covering regular work schedules.

8.14. CALL-OUT PAY

8.14.1. Employees called out to work after they have left the job for the day and who return to the job before their next regular reporting time for work shall be paid at premium pay of time and one-half the employee's straight time hourly rate for such work outside their regularly scheduled shift and shall be guaranteed at least four hours pay when so called in.

8.14.2. Notwithstanding anything in Section 8.14.1. to the contrary, employees who are directed to start their next regularly scheduled shift early or to extend their regular shift shall be paid premium pay of time and one-half the employee's straight time hourly rate for all hours actually worked before or after their regular scheduled shift. This provision shall not apply to bus drivers in the Transit Department (See Article 20).

8.14.3. In the event an employee is called out to work more than four (4) consecutive hours during each twenty-four (24) hour period, he shall be paid for the actual time worked at time and one-half. In the event of a second call-out during such twenty-four (24) hour period, he shall receive pay only for the time worked at time and one-half.

8.15. OVERTIME PAY

8.15.1. Non-graded employees covered by this Agreement shall receive overtime pay at the rate of time and one-half the employee's straight time hourly rate where the employee is required to work in excess of eight (8) hours in one day or after his normal work day or in excess of forty (40) hours in one week. This provision shall not apply to bus drivers, cleaners and mechanics in the Transit Department (See Article 20).

8.15.2. Graded employees covered by this Agreement whose regularly scheduled work week is less than forty (40) hours shall receive overtime pay or compensatory time at the rate of time and one-half the employee's straight time rate for all hours the employee is required to work in excess of their normal workday or work week up to forty (40) hours.

8.15.3. Graded employees covered by this Agreement whose regularly scheduled work week is forty (40) hours shall receive overtime pay or compensatory time at the rate of time and one-half the employee's straight time rate where the employee is required to work in excess of their normal work day or more than forty (40) hours in one work week.

ARTICLE 9

LEAVES

9.1. VACATION LEAVE

9.1.1. Vacation leave entitlement is determined by the date of starting permanent full-time service with the City and is based on continuous City service, including periods in which the employee is in a leave with pay status.

9.1.2. Vacation leave may not be taken without the prior approval of the appropriate Department Head and the Department Head shall not unreasonably refuse such requests.

9.1.3. The City agrees that no employees shall be called back to work while on vacation, except where a state of emergency exists.

9.1.4. There shall be no accumulation of unused vacation time except with the written approval of the Department Head, and in that event, shall not extend beyond the next succeeding year.

9.1.5. Any employee deprived of an opportunity to take his vacation by the City shall be able to meet with the City and a Union representative, if requested, to achieve an equitable solution so the affected employee shall be granted the opportunity to take earned vacation or receive equivalent payment.

9.1.6. In the event of separation from employment prior to one year of service, from date of hire, no vacation time shall have been earned.

9.1.7. Upon the death of an active employee of the City, the accumulated vacation time shall be paid in cash to his designated beneficiary.

9.1.8. Subject to the exigencies of service and the wishes of the employee concerned, the requirement that vacation days be taken consecutively may be waived with written approval of the Department Head.

9.1.10. PAID VACATIONS FOR EMPLOYEES HIRED BEFORE OCTOBER 2, 1984

Employees covered by this Agreement who were in City service on October 2, 1984, or who were in City service before such date and who after such date were reinstated or re-employed within one (1) year after separation from City services, shall earn and accumulate vacation as provided herein:

- a. After the completion of one (1) year of City service, an employee shall be entitled to fourteen (14) consecutive days (ten (10) work days) of vacation.
- b. After the completion of five (5) years of City service, an employee shall be entitled to twenty-one (21) consecutive days (fifteen (15) work days) of vacation.
- c. After the completion of ten (10) years of City service, an employee shall be entitled to twenty-eight (28) consecutive days (twenty (20) work days) of vacation.
- d. After the completion of twenty (20) years of City service, an employee shall be

entitled to thirty-five (35) consecutive days (twenty-five (25) work days) of vacation.

9.1.11. PAID VACATIONS FOR EMPLOYEES HIRED AFTER OCTOBER 2, 1984

Employees who enter City service after October 2, 1984 and who are covered by this Agreement shall accrue vacation credits as follows: An employee hired between January 1 and June 30 shall be entitled to ten (10) consecutive work days vacation beginning January 1 of the following year. An employee hired between July 1 and December 31 shall be entitled to five (5) consecutive work days vacation beginning January 1 of the following year. On January 1 of each year thereafter the employee shall be credited with such vacation as provided herein:

- a. Two (2) consecutive weeks or ten (10) work days after the completion of one (1) year of service up to and including the completion of five (5) continuous years of City service.
- b. Three (3) consecutive weeks or fifteen (15) work days after the completion of five (5) continuous years of City service up to and including the completion of fifteen (15) continuous years of City service.
- c. Four (4) consecutive weeks or twenty (20) work days after the completion of fifteen (15) continuous years of City service.
- d. After the completion of twenty (20) years of continuous City service an employee shall be entitled to thirty-five (35) consecutive days (twenty-five (25) work days) of vacation.

9.1.12. TRANSIT

Notwithstanding anything in Section 9.1. to the contrary, the drivers, cleaners and mechanics in the Transit Department shall be entitled to weeks of vacation based upon the employee's work week schedule as set forth in the Rules and Regulations of Operations for the Greater Glens Falls Transit System (GGFTS).

9.2. SICK LEAVE

9.2.1. After completion of the employee's probationary period the employee shall accrue sick leave at the rate of one (1) day per month of service up to a maximum accumulation of one hundred and eighty (180) days.

9.2.2. Sick leave may be granted and used on one-half (1/2) day or four (4) hour increments or eight (8) hour increments. Department Heads shall be given at least one (1) hour advanced notice of the use of such days.

9.2.3. Between June 1 and July 1 of each year, the City shall notify the employee of his total accumulated sick leave in writing.

9.2.4. Sick leave shall cover necessary absence from duty because of:

- a. The illness or bodily injury of an employee.
- b. The exclusion from employment for quarantine because of exposure to contagious disease as defined by the City Health Officer.
- c. Illness or bodily injury in the immediate family.

9.2.5. Member of the immediate family is defined as current spouse, parents, step-parents, children, stepchildren, mother-in-law, father-in-law, or other persons living in the same household.

9.2.6. It shall be the duty and responsibility of each and every employee to contact his Department Head on the first work day of each illness.

9.2.7. The City shall have the right, if abuse of sick leave is suspected, after two (2) continuous days to require from the employee satisfactory proof of illness or disability, to be signed by a duly licensed physician. Any employee who fails or refuses to produce such a certificate when required to do so, shall receive no pay for the period of his absence and may be subject to further disciplinary action.

9.2.8. Employees suspected of abusing sick leave privileges may be required to submit a medical certificate in substantiation of each absence due to claimed illness regardless of duration. This requirement will not be invoked without first advising the employee in writing of his questionable sick leave record and giving him an opportunity to improve. If there is no improvement, the employee will be advised, in writing that all future sick leave must be periodically reviewed with the employee, at least once in each ninety (90) day period, and a determination will be made if this requirement is to continue. Any such continuation of the initial ninety (90) day period must be in writing and a copy given to the employee.

9.2.9. Violation of any of the provisions of this Agreement relating to sick leave by an employee or making any false report regarding illness or sick leave shall subject the employee committing such violation or making such false reports to disciplinary action and may constitute a cause for discharge, suspension without pay, or demotion.

9.2.10. If after disciplinary action, it has been determined that an employee has already received sick leave pay to which he is not entitled, such pay shall be deducted from his next regular paycheck, and sick leave credits used shall be forfeited.

9.3. PERSONAL LEAVE

9.3.1. Employees covered by this Agreement who have completed their probationary period, shall be granted five (5) personal leave days per calendar year. However, during the employee's first year of employment and upon completion of the probationary period, the employee shall receive a prorated share of personal leave days from the date the employee completed the probationary period to the end of the calendar year.

9.3.2. Personal leave shall be for the purpose of conducting personal business that cannot be conducted at times other than the normal workday unless some other purpose is approved by the department head or his designee.

9.3.3. Personal leave shall not be accumulated from one year to the next, and must be used in one-half (1/2) day or four (4) hour increments or eight (8) hour increments.

9.3.4. Unused personal leave shall not be paid in cash at any time.

9.3.5. Employees on personal leave shall advise their Department Head or his designee of their availability to work overtime on the days for which personal leave has been granted.

9.3.6. Except in an emergency, employees shall give their Department Head or his designee at least two (2) days prior notice of their intent to use a personal leave day.

9.4. PREGNANCY AND MATERNITY LEAVE

A maternity leave of absence will be granted by the City to any employee covered by this agreement who is pregnant pursuant to the following:

- a. So far as practicable, within the first three months of pregnancy, the employee shall present a written certificate from her physician setting forth the physician's estimate of the date of expected delivery and a specific recommendation as to the time of maternity leave of absence, and when it should begin. The City reserves the right to have an obstetrician of its own choice examine the employee and make recommendations for time and duration of the maternity leave.
- b. The employee shall be granted maternity leave of absence on the basis of the foregoing certificate from her physician or the City's physician up to three (3) months following delivery. Additional time may be granted as accrued leave.
- c. Before returning to work, the employee shall present a certificate from her physician as to her fitness to return to her usual job assignment or to a job to which her seniority will entitle her.

- d. A pregnant employee shall retain and accumulate her seniority during the period of her maternity leave of absence, provided she returns to work within three (3) months following delivery or until the expiration of any approved absence.
- e. A pregnant employee may choose how and in what order such absence will be recorded as to sick leave, vacation or leave without pay - to the extent she has available vacation and sick leave. Any absence in excess of available vacation and sick leave time will be treated as leave without pay.
- f. Absence for reason of pregnancy shall be treated as any other disability in accordance with Federal and State Law.

9.5. COURT LEAVE

9.5.1. JURY DUTY

9.5.1.1. An employee who is covered by this Agreement and who is required to be absent from work because of jury duty will be paid the difference between the compensation received for such duty and the amount of wages he would have earned for his scheduled hours during the period that he was on jury duty.

9.5.1.2. An employee who is covered by this Agreement performing jury duty, instead of 9.5.1.1., may choose to be paid in his full wages with the express understanding that the compensation received for jury duty will immediately upon receipt by such employee, be assigned to the City.

9.5.1.3. Jury duty pay does not include any and all travel expenses and out of pocket expenses incurred as a result of jury duty.

9.5.1.4. An employee who is excused for jury duty shall report to work at the first next scheduled one-half (1/2) day that such employee would normally report for work.

9.5.1.5. The City may require satisfactory evidence of jury duty service and the amount of compensation received for such service.

9.5.2. SUBPOENAS

Employees who are covered by this Agreement and who are subpoenaed to appear before a court on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted leave with pay for the necessary period in court with the understanding that any compensation received from the court appearance shall be immediately, upon receipt by the employee, assigned to the City.

9.6. BEREAVEMENT LEAVE

9.6.1. In the event of death in the employee's immediate family, employees shall be allowed up to a maximum of three (3) days per death as paid bereavement leave.

9.6.2. Immediate family shall be defined as current spouse, parents, sister, brother, child, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepfather, stepmother, grandchild, or other persons living in the household of the employee.

9.6.3. Subject to the prior discretionary approval of the Department Head or his designee, an employee may be granted time off to be deducted from his accumulated sick leave for the purpose of attending the funeral of someone closely associated with the employee.

9.7. PAID LEAVES

9.7.1. MILITARY LEAVES

9.7.1.1. Any employee who joins the Armed Forces, Reserves or National Guard shall be entitled to military leave of absence without pay, for the period of actual time of service, up to four (4) years, and shall be entitled to seniority only during such period of service. After being honorably discharged from the service, the employee shall be offered employment in the previous position in line with seniority. If circumstances have changed to make it impossible or unreasonable for the employee to have the same job, the employee shall be offered work which is similar to the prior employment if the employee is able to perform the work. The employee must report for work within ninety (90) days after discharge.

9.7.1.2. Any employee covered by this Agreement, who requests a leave of absence to participate in a branch of the Armed Forces training program, shall be granted such leave not to exceed thirty (30) calendar days. All other benefits shall continue.

9.7.2. CIVIL SERVICE EXAMINATION

Employees covered by this Agreement shall be allowed time off, with pay, to take open competitive and promotional Civil Service examinations for City positions provided said examinations is scheduled during his regular hours of work.

9.7.3. TIME OFF TO VOTE

The City will comply with the requirements of the New York State Law relative to affording employees time to vote in elections. Pay for such time off to vote will be at base rates.

9.8. UNPAID LEAVES OF ABSENCE

9.8.1. ELIGIBILITY

9.8.1.1. Any employee covered by this Agreement may submit a request to the Department Head for an unpaid leave of absence without employee benefits or accrual of employee benefits for a period of up to one (1) year after completing thirty (30) months of continuous permanent full-time service with the City from the employee's date of permanent service.

9.8.1.2. Approval of unpaid leaves of absence shall be at the sole discretion of the Mayor or his designee and shall not be subject to grievance.

9.8.1.3. The request for such leave must be given to the Mayor or his designee in writing at least thirty (30) calendar days before commencement of the unpaid leave. In unusual circumstances, such time period may be waived by the Mayor or his designee.

9.8.1.4. A leave of absence will not be granted to enable an employee to try for or to accept employment elsewhere or for self-employment except as noted in subsection 9.8.4. below. The employee may not accept full-time employment with another employer during the term of the leave of absence.

9.8.2. BENEFITS

9.8.2.1. Employees will retain but not accrue sick leave, vacation leave, and personal leave while on any leave of absence granted under this Section 9.8 Unpaid Leaves of Absence. All other benefits shall be discontinued; provided, however, employees shall have the right to continue their health insurance benefits with the full cost assumed by the employee. Regular employees who are on leave without pay will not earn increment benefits during such period of time.

9.8.2.2. Employees shall be returned in the same title they held at the time the leave of absence was approved provided the employee furnishes the City two (2) weeks notice of the exact day of return. Employees who return from an unpaid leave of absence shall return to their previous positions upon curtailment of said leave, if it is still open. Otherwise, they shall be placed on the reinstatement list.

9.8.2.3. The City shall use its best efforts to fill any vacancy, created by an employee being granted an unpaid leave of absence, on a temporary basis; provided, however, if the City is unable to fill the vacancy on a temporary basis, the City shall have the right to fill the vacancy on a permanent basis.

9.8.3. APPLICATION FOR LEAVES

9.8.3.1. Any request for an unpaid leave of absence shall be submitted in writing

by the employee to his Department Head. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Upon receipt by the Department Head of a request for an unpaid leave of absence such request shall be answered within ten (10) work days.

9.8.3.2. Authorization for an unpaid leave of absence shall be furnished to the employee in writing by the Mayor or his designee within ten (10) work days of the Department Head's written recommendation.

9.8.3.3. Requests for immediate unpaid leaves not to exceed ten (10) work days because of a special emergency shall be answered within three (3) work days of the receipt of the request by the Department Head.

9.8.4. UNION BUSINESS

9.8.4.1. Employees covered by this Agreement and selected by the Union to do Union work which takes them from their employment with the City, may, upon written request of the employee and the Union, be granted a leave of absence subject to the approval of the Mayor. The leave of absence shall not exceed one (1) year.

9.8.4.2. Employees covered by this Agreement and selected by the Union to participate in any other Union activity may be granted a leave of absence at the written request of the employee and the Union. A leave of absence for such Union activity may not exceed one (1) month. Such leave may be extended for an additional one (1) month period upon the written request of the employee and the Union.

9.8.4.3. The total number of employees covered by this Agreement on unpaid leave of absence for Union business at one time shall not exceed two (2).

9.8.5. EDUCATIONAL LEAVE

9.8.5.1. Educational leave without pay may be granted to any employee covered by this Agreement for job-related education upon the written request of the employee and subject to the approval of the Department Head and further subject to the approval of the Mayor. An employee may work part-time while on such unpaid educational leave.

9.8.5.2. Educational leave must be for the purpose of improving an employee's job proficiency or to prepare an employee for advancement to a higher position within the City.

9.8.5.3. Some expense of such training may be borne by the City.

9.8.6. EMPLOYMENT OPPORTUNITIES

Employees covered by this Agreement shall be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any department of the City and the employee has permanent status and such work force change is in accordance with Civil Service Law.

9.9. UNAUTHORIZED LEAVE

9.9.1. An employee absent from work without authorization for five (5) consecutive work days shall be deemed to have resigned from his position if the employee has not personally contacted his Department Head or designee on or before the 6th work day following the commencement of such period of absence without authorization.

9.9.2. Within ten (10) calendar days commencing from the 6th consecutive day of absence from work without authorization, the employee may submit an explanation concerning his absence to the Department Head. The burden of proof shall be upon the employee to establish that it was not possible from him to report to work or to notify the department head or designee. The Department Head shall make a determination in the matter and such determination will be reviewed by the Personnel Officer, who will render a decision in the case.

ARTICLE 10

HOLIDAYS

10.1. All eligible permanent employees shall be granted eleven (11) paid holidays, designated as follows:

New Year's Day	Independence Day
President's Day	Labor Day
Good Friday	Columbus Day
Memorial Day	Veteran's Day
Thanksgiving Day	Christmas Day
Martin Luther King Day	

10.2. The above designated dates are declared as holidays provided they fall on a normal work day. If a holiday falls on a Saturday, it will be observed on the previous Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. Probationary employees are not entitled to the above said holidays.

10.3. Employees scheduled or directed to work on any of the above designated holidays will be paid at one and a half times their normal rate of pay for the hours worked, plus their holiday pay.

10.4. Holiday pay shall be the employees' normal rate of pay times his regular scheduled daily hours.

10.5. Holidays occurring during a period of vacations or authorized leave, other than a leave of absence without pay, shall not be included in computing such vacation or leave time.

10.6. In order to qualify for holiday pay an employee must be on active payroll status and must work the entire full scheduled work day immediately before said holiday and the next full scheduled work day after said holiday unless contractual leave has been granted.

10.7. Employees are not eligible for holidays until the completion of their probation period. This clause does not apply to any probationary periods which occur as the result of promotion, transfer or change of assignment.

ARTICLE 11

INSURANCE

11.1. ACTIVE EMPLOYEES

11.1.1. The City shall provide hospitalization and medical insurance benefits for single, two person, medicare or family coverage. Such coverage shall begin on the first day of the first month following an employee's employment date as a permanent full-time employee and shall end on the last calendar date of the month of the employee's termination of employment or later, if required by law.

11.1.2. CSEA agrees to relinquish coverage under Empire Blue Cross/Blue Shield and/or Northcare Health Maintenance Plans as of the date said plans were no longer available to the City and accept coverage equal and/or equivalent to the MVP plan offered by the City.

11.1.3. For the duration of this agreement, the City agrees to provide either the MVP plan, the Northcare Partners plan, the CHP plan, or the Empire Blue Choice plan, or equivalent coverage, at no cost to the employee.

11.1.4. In addition, employees shall have the option to participate in any other group health insurance plans which become available to the City during the duration of this agreement, and such employee so choosing a different health insurance plan shall be responsible for the difference between the cost to the City of the MVP plan, Northcare Partners plan, the CHP plan, or the Empire Blue Choice plan and the chosen plan. All contributions shall be made by payroll deduction.

11.1.5. On at least an annual basis employees shall be given the option of changing from the health insurance option they have selected to another option.

11.2. RETIRED EMPLOYEES

11.2.1. The City shall provide hospitalization and medical insurance benefits for single, two persons, medicare or family coverage for eligible employees who retire after the effective date of this Agreement. Such coverage shall begin on the first day of the first month following the termination of such coverage as an active employee. The City shall offer such retiring employees participation in a health maintenance program (currently MVP plan, the Northcare Partners plan, the CHP plan, the Empire Blue Choice plan, or equivalent). The City shall be free to choose the health insurance carrier and/or health maintenance organization provided there shall be no change in benefit coverage.

11.2.2. Employees covered by this Agreement who retire during the term of this Agreement shall contribute to the cost of health insurance (i.e. health maintenance program) at the same rate at which the employee paid at the time of the employee's retirement; provided, however, if at the time of retirement the employee has elected the health maintenance program, this program will continue to be offered to the retired employee at no cost to the employee as long as this program is available to the City. Once the retired employee reaches the age of sixty-five (65) the City shall offer at no cost to the employee the medicare supplement to the health maintenance program to the retired employee. If either the health maintenance program or the medicare supplement to the health maintenance program should no longer be available, the retired employee shall have the right to transfer to the health insurance program and shall contribute to the cost of the health insurance program at the rate which was in effect for employee contributions for the health insurance program at the time of the employee's retirement.

11.2.3. Upon the death of a covered retiree, his surviving spouse shall be eligible to continue the City health insurance under the same conditions as the retiree.

11.2.4. With regard to health insurance for retirees who retire after May 1, 1997, the following shall apply:

- (a) A bargaining unit employee shall be eligible for coverage under the existing City of Glens Falls Health Insurance Plan if said employee is employed at a rate of at least twenty-five (25) hours per week on a regularly scheduled basis and if all of the following conditions apply:
 - (i) Has vested at least fifteen (15) years total service for the City, and has reached fifty-five (55) years of age, or has vested at least ten (10) years total service for the City, and has reached sixty-five (65) years of age;

- (ii) Has retired under the New York State retirement system; and
 - (iii) Is enrolled in the City of Glens Falls Health Insurance Plan at the time of retirement.
- (b) Bargaining unit employees with vested status of at least fifteen (15) years total service for the City who leave City employment at a minimum age of fifty-two (52) years of age may continue coverage in the City of Glens Falls Health Insurance Plan for a maximum of thirty-six (36) months under the federal Consolidated Omnibus Reconciliation Act of 1986 (COBRA) eligibility. Said employee who extends coverage under COBRA provisions will pay both the employer and employee shares of the Health Insurance Premium until the employee reaches the retirement age of fifty-five (55). After retirement begins, said employee shall be liable for only the amount stipulated in the Collective Bargaining Agreement at the time of retirement.
- (c) A bargaining unit employee who is eligible to continue coverage while in a vested status (as described in Section 2 above) who does not do so, or fails to remit the required premiums, shall be terminated permanently from coverage and may not enroll at a later date. Said employee shall not be eligible for coverage at retirement.

11.3. HEALTH INSURANCE REIMBURSEMENT PROGRAM

Those employees covered by this Agreement who have other health insurance coverage may elect to cancel their coverage through the City. Those employees who choose to cancel will be reimbursed at the rate of \$750.00 per calendar year for cancellation of individual coverage and \$1,500 per calendar year for cancellation of family coverage. The reimbursement by the City will be paid in three (3) equal payments on April 30, August 31, and December 31 of the year following the submission of a claim form by the employee. Said claim form must be filed by January 31, 1995 and such employee must acknowledge that the employee has other health insurance available and must sign a release to the City waiving any rights to coverage or any other health related liability. If an employee who has elected this option, shall lose his other coverage he shall immediately notify the personnel office and his coverage shall be reinstated.

11.4. DENTAL INSURANCE

11.4.1. The City shall provide at no cost to the employee individual dental coverage and/or family dental coverage for the duration of this Agreement.

11.4.2. The City and the Union agree that the City may offer the Blue Shield of Northeastern New York Dental Plan, or equivalent coverage.

ARTICLE 12

RETIREMENT

12.1. RETIREMENT PLAN

12.1.1. The City will provide the New York State Retirement Plan Section 75i, known as, the New 20 Year Career Plan to eligible employees on a non-contributory basis.

12.1.2. The City will provide benefits under Section 41J (additional service credit upon retirement for unused sick leave) at no cost to employees.

12.2. IN SERVICE DEATH BENEFIT

12.2.1. Eligible employees shall be covered by the guaranteed Ordinary Death Benefit, Section 60-b, New York State Retirement and Social Security Law.

12.3. RETIREMENT BONUS

12.3.1. Employees covered by this Agreement who retire after January 1, 1989, shall be compensated for their unused sick leave up to a maximum of one hundred eighty (180) days at the rate of Ten and 00/100 Dollars (\$10.00) per day. This compensation shall not affect the employee's application of unused sick days toward his retirement under Section 12.1.2..

12.3.2. Employees covered by this Agreement must give notice of their intent to retire on or before October 1st of the preceding calendar year in order to insure that the bonus will be paid in the year during which the employee retires. If the required notice has not been given, the bonus will be paid on or before January 30th of the following calendar year unless the employee retires during the months of October, November or December in which case the bonus will be paid on or before January 30th of the second year following the year of the employee's retirement.

12.3.3. To be eligible for this retirement bonus an employee must be covered by this Agreement, be at least fifty (50) years of age and have ten (10) years or more of service with the City, and retire under the terms of one of the retirement plans referred to in Sections 12.1. and 12.2. above.

ARTICLE 13

GRIEVANCE AND ARBITRATION PROCEDURE

13.1. DEFINITIONS

13.1.1. A grievance is defined as an alleged dispute concerning the interpretation or application of a provision of the collective agreement.

13.1.2. Each grievance shall state the specific article, section and subsection of the agreement claimed to have been breached. The failure to specify such term shall result in the grievance being denied.

13.1.3. All reference to days in this schedule shall mean regularly scheduled working calendar days, i.e., eight (8) hour days.

13.1.4. An employee shall be entitled to representation by the association or his attorney, but not both, at each step of the grievance procedure.

13.2. GRIEVANCE PROCEDURE

13.2.1. The grievance procedure shall be as follows:

a. Step 1. The employee shall present the grievance in writing on forms to be provided by the City to the employee's immediate supervisor not later than ten (10) work days after the date on which an act or omission giving rise to the grievance occurred or became known to the employee. The Supervisor receiving the grievance shall insure that a proper disposition of the grievance is made and shall reply to the employee in writing on forms to be provided by the City within ten (10) work days following the date of submission of the grievance.

b. Step 2. In the event the employee wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the Department Head, or in his absence the acting department head, in writing on forms to be provided by the City within ten (10) work days of the receipt of Step 1 decision. A copy of such appeal shall also be sent to the person who passed upon the grievance at Step 1. Such appeal shall contain a short, plain statement of the grievance and specific references to the section of this agreement which the employee claims to have been violated. The Department Head or in his absence the acting department head shall meet with the employee and shall issue a written decision to the employee by the end of the tenth (10) work day following the day on which the appeal was received.

c. Step 3.

1. An appeal from an unsatisfactory decision at Step 2 shall be presented by the employee in writing on forms to be provided by the City to the Mayor within ten (10) work days of the receipt of the Step 2 decision.

2. The Mayor or his designee shall meet with the employee for a review of the grievance and shall issue a written decision by the end of the fifteenth (15) work day following the day on which the appeal was received.

d. Step 4. Arbitration

1. A grievance may be appealed to arbitration by filing a demand for arbitration upon the Mayor within twenty (20) work days of the receipt of Step 3 decision. The arbitration hearing shall be held within a reasonable time after selection of the arbitrator.

2. The City and Union agree to follow the arbitration rules and regulations as set forth in the American Arbitration Association Rules and Regulations relative to arbitration. All arbitrators for any arbitration case will be selected in accordance with AAA rules.

13.2.2. ISSUES

At least ten (10) days prior to the arbitration hearing, the City and the Union shall meet to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

13.2.3. ARBITRATOR

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the Issue presented and shall confine his decision solely to the application and interpretation of this agreement. The decision or award of the arbitrator shall be final and binding consistent with the provisions of CPLR Article 75.

13.2.4. PRECISE ISSUES

The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

13.2.5. EXPENSES

All fees and expenses of the arbitrator which may be involved in the arbitration proceeding shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

13.3. MISCELLANEOUS

13.3.1. The City may institute grievances against the Local Association at Step 4, citing the specific agreement violation in writing.

13.3.2. No transcript is required at any Step. However, either party may request that the session at Step 3 or 4 be recorded at its expense. If either side decides to record a session, it must notify the other side in advance to provide equal opportunity to do the same.

13.3.3. Each grievance shall contain a short, plain statement of the grievance and the specific provision of the agreement claimed to have been violated.

13.3.4. The failure by the employer to meet the deadlines specified herein shall permit advancing the matter to the next step. The failure by the grievant or the association to file an appeal within the time limits specified shall be deemed to be a settlement of the grievance.

13.3.5. The parties may mutually agree in writing to extend any of the time limits provided by the agreement.

13.3.6. A settlement of or an award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than thirty (30) days prior to the date the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is the later.

13.3.7. A settlement of the grievance in Step 1 through Step 3 shall not constitute a precedent in other and future cases unless the parties to this agreement agree that such settlement shall have such effect.

13.3.8. Notwithstanding any provisions herein, individual employees may present their own grievances to the employer and have them adjusted without the intervention of the union. The City shall give the union notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the employer and the union any decision shall be reduced to writing and a copy furnished to the Union.

13.3.9. The parties agree that it is in the best interest of all parties to have the Department Head at Step 2 and the Mayor at Step 3 respond to as many of the grievances as possible. In the event the Department Head shall be absent from the City when a Step 2 grievance is filed, or the Mayor shall be absent from the City when a Step 3 grievance is filed, the unit president and the City personnel officer shall have the right to extend the time for the City to respond in order to permit the department head at Step 2 or the Mayor at Step 3 to respond. In no event shall this extension exceed thirty (30) calendar days.

ARTICLE 14

DISCIPLINE

14.1. CIVIL SERVICE LAW PROTECTION AND WAIVER

14.1.1. A permanent appointee in the competitive class, a permanent appointee or employee who is an honorably discharged veteran as specified by Section 85 of the NYS Civil Service Law or a permanent appointee or employee who is an exempt volunteer firefighter as

specified by Section 200 of the NYS General Municipal Law shall be afforded protection and rights as provided for by Section 75 of the NYS Civil Service Law.

14.1.2. Employees covered by this Agreement and subject to Sections 75 and 76 of the NYS Civil Service may elect to have disciplinary charges processed pursuant to this agreement. The employee must make such election in writing.

14.1.3. Employees shall be notified that they can waive their rights to Section 75 and 76, NYS Civil Service Law, access to grievance/arbitration procedures, by filing a disciplinary grievance within ten (10) days of their receipt of disciplinary charges and have said charges processed pursuant to the disciplinary procedures of this agreement.

14.2. RESPONSIBILITY AND PURPOSE OF DISCIPLINE

14.2.1. Discipline is the responsibility of management and shall be imposed by the Department Head only for incompetency or misconduct.

14.2.2. Disciplinary action may include an oral or written warning, a written reprimand, a fine not to exceed two hundred and 00/100 Dollars (\$200.00), suspension, demotion, and/or discharge.

14.2.3. Management has the right and obligation to discipline employees for failure to meet any requirements arising from employee/employer relationships.

14.2.4. Disciplinary measures are appropriate when an employee's performance of duty, personal relationships with others, personal conduct, etc. is determined by management to be unsatisfactory or unacceptable, and management determines that disciplinary action is in order.

14.2.5. Disciplinary action shall be taken with the objective of improving the efficiency of City operations.

14.2.6. Disciplinary actions shall be administered promptly in a fair, firm and equitable manner, only for specific cause and with the employee's rights fully protected.

14.2.7. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty, and the burden of proof in all matters shall rest upon the City.

14.2.8. Informal disciplinary actions such as oral admonitions and warnings or written letters of warning, caution or requirement will, as a general rule, be the first steps taken in constructive discipline and will be taken by immediate supervisors on their own initiative in situations of a minor nature involving violation of a rule, directive, standard of conduct, safety practice or authoritative instruction.

14.2.9. Formal disciplinary actions such as written reprimands, suspensions and removals will be used for more serious offenses or when informal disciplinary actions have not corrected unacceptable patterns of delinquency or misconduct.

14.3. ACCESS TO GRIEVANCE PROCEDURE

14.3.1. If an employee covered by this Agreement with one (1) year or less of City service from the date of completion of his probationary period is disciplined, the City shall give written notice to him within ten (10) calendar days and the employee's claim that the discipline was without just cause shall be subject to the grievance provisions of this Agreement (Article 13), but shall not be subject to arbitration.

14.3.2. If an employee covered by this Agreement with more than one (1) year of City service from the date of completion of his probationary period is disciplined, the City shall give written notice to him within ten (10) calendar days, and the employee's claim shall be subject to the grievance and arbitration provisions of this Agreement (Article 13).

14.4. EMPLOYEE RIGHTS

14.4.1. No employee covered by this Agreement shall be required to submit to an interrogation before a contemplated notice of discipline or request for resignation or after a notice of discipline has been served upon him unless he is notified in advance and he is afforded the opportunity of having a union representative or an attorney of his choice present, but not both, and he is apprised in writing of all rights set forth herein.

14.4.2. No employee covered by this Agreement shall be requested to sign any statement regarding this incompetency or misconduct unless a copy of the statement is supplied to him and to his representative, if any, and any statements or admissions signed by him without having been supplied as above stated may not subsequently be used against him.

14.4.3. No recording device or stenographic or other record shall be used during interrogation unless the employee is advised in advance that a transcript is being made and is thereafter furnished with a copy of the record.

14.4.4. An employee covered by this Agreement shall not be disciplined for acts or omissions except those which would constitute a crime which occurred more than two (2) years prior to the Notice of Discipline. However, an employee's past record may be considered by the arbitrator in determining the penalty, if any, to be imposed.

14.4.5. An employee may tender his resignation at any time. Resignation does not preclude either the filing of a Notice of Discipline or the prosecution of a Notice of Discipline.

14.4.6. An employee shall not be coerced, intimidated, or suffer any reprisals either

directly or indirectly that may adversely affect his hours, wages, or working conditions as a result of the exercise of his rights under this Agreement.

14.4.7. An employee shall have the right to have references to disciplinary action taken against the employee removed from his official personnel file which are more than three (3) years old.

14.5. NOTICE OF DISCIPLINE

14.5.1. The Notice of Discipline shall be in writing and shall set forth the specific acts for which discipline is being imposed and the penalty proposed.

14.5.2. The notice shall contain a description of the acts or omissions alleged to be evidence of misconduct or incompetency including references to dates, times and places.

14.5.3. The Notice of Discipline served on the employee shall be accompanied by a written statement that:

A) The employee has a right to object by filing a grievance within ten (10) work days;

B) The employee is entitled to representation by the union or an attorney of his own choosing, but not both, at every step of the grievance procedure.

14.5.4. The Notice of Discipline shall be personally served on the employee or mailed by Certified Mail-Return Receipt Requested. Service shall be deemed complete when served personally upon the employee or when mailed by Certified Mail-Return Receipt Requested.

14.6. SUSPENSION BEFORE NOTICE OF DISCIPLINE

14.6.1. Prior to issuing a Notice of Discipline or the completion of the disciplinary grievance procedure provided for in this Article, an employee may be suspended, without pay, by the Department Head pursuant to paragraphs "2" and "3" of this subsection.

14.6.2. The Department Head may suspend, without pay, an employee when the Department Head determines that there is probable cause that such continued presence on the job represents a potential danger to persons or property or would severely interfere with its operations. Such determination shall be reviewable by a disciplinary arbitrator. A Notice of Discipline shall be served no later than five (5) work days following any such suspension.

14.6.3. The Department Head may suspend without pay, an employee charged with the commission of a serious crime. Within thirty (30) calendar days following such suspension under this subsection, or within five (5) work days from the receipt by the appointing authority of notice of disposition of the criminal proceeding from the employee, whichever occurs first, a Notice of

Discipline shall be served on such or he shall be reinstated. Nothing in this paragraph shall limit the right of the Department Head to take disciplinary action during the pendency of the criminal proceeding, nor shall the right of the Association be limited to grieve the determination or the discipline of the appointing authority or his designee in such cases.

14.7. INVESTIGATION

Nothing in this Agreement shall prevent or limit management's authority to investigate an incident which may result in the service of a Notice of Discipline upon an employee. Neither shall management be limited with respect to questioning any employee concerning events or claims which might lead to disciplinary action. Subsequent to the service of a Notice of Discipline, investigatory activities of management involving direct questioning of the employee served shall cease.

14.8. SETTLEMENT

14.8.1. A disciplinary matter may be settled at any time following service of the Notice of Discipline.

14.8.2. The terms of the settlement shall be agreed to in writing.

14.8.3. An employee executing a settlement shall be notified of the right to have his attorney or the union, but not both, as representative or to decline any such representation.

14.8.4. A settlement entered into by an employee, his attorney or the union shall be final and binding on all parties.

ARTICLE 15

MISCELLANEOUS

15.1. LABOR MANAGEMENT COMMITTEE

15.1.1. Three (3) members of the Labor-Management Committee shall be appointed by the Mayor and three (3) members shall be appointed by the president of the union. The Mayor shall appoint the Chairman of the committee for a total of seven (7) members. The Chairman shall convene all meetings on his own initiative or on the request of either party. The Chairman shall have a vote.

15.1.2. Meetings will be convened each year as necessary. Each party will present to the other party a written agenda of the subject it plans to discuss at the meeting. Agendas will be submitted at least a week in advance of each meeting. The week's notice and written agendas may

be waived by the Chairman upon the mutual agreement of both parties. The time and place of the meetings should be mutually agreed upon and at the mutual convenience of both parties.

15.1.3. The joint Labor-Management Committee is concerned primarily with the proper administration of the agreement and the solution of matters of mutual concern arising during the term of, and pertaining to, this agreement.

15.1.4. The purpose of this joint Labor-Management Committee shall be to provide a continuing forum for the parties, to promote a climate to foster constructive interpersonal relations, to recommend alternative solutions to employee relations problems arising from the administration of this collective agreement and to facilitate communication of other matters of mutual concern.

15.2. SAFETY

15.2.1 The City may prepare, issue and enforce rules and safety regulations necessary for the safe, orderly and efficient operation.

15.2.2. In order to have a safe place to work, the City and its employees agree to comply with all federal, state and local laws applicable to its operations concerning the safety of employees covered by this agreement.

15.2.3. If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his supervisor in writing who shall have the responsibility to determine what action, if any, should be taken.

15.2.4. The City will implement a written reporting system to report any alleged unsafe working conditions or alleged unsafe equipment. The reporting system shall directly involve the department head, the City Health and Safety Coordinator and union representatives. No reprisals shall be taken against an employee for using this reporting system.

15.3. TRAINING

15.3.1. General Policy. The City is committed to the principle of training for all employees. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services. Training shall be scheduled by the department head, and should occur at a minimum of four times per calendar year. Employees will attend training sessions as assigned by the City.

15.3.2. Access. The Department Head shall generally encourage equal access to training opportunities to the extent that operational requirements of the department permit. The union may offer suggestions to the Department Head on ways to improve access to training opportunities.

15.3.3. Posting. A notice of an acceptable training program, will be posted giving the employees an opportunity to volunteer. Selection will be made on an equitable rotation of such volunteers taking into consideration those factors deemed appropriate by the Department Head, acting in the best interest of the department.

15.4. EDUCATIONAL REIMBURSEMENT

15.4.1. The City will reimburse employees covered by this Agreement up to a maximum of Three Hundred and 00/100 Dollars (\$300.00) per year for any courses taken that lead to self-development and training that would enable the employee to perform his work more effectively.

15.4.2. All courses must be approved in advance by the employee's department head.

15.4.3. Payment will be made by voucher. A form showing the Department Head's prior approval and proof of successful completion must be submitted with the voucher before the voucher can be approved for payment.

15.5. IN-SERVICE TRAINING

15.5.1. The City and the Union acknowledge in order to facilitate the fair and equitable administration of this Agreement that it is necessary for all City Department Heads, Deputy Department Heads, Working Supervisors and Union Stewarts to receive joint training in the administration of this Agreement including, but not limited to, grievance procedures, discipline procedures and contract benefits.

15.5.2 There shall be at least one joint training session held each year.

15.6. INTERDEPARTMENTAL TRANSFERS

Any employee covered by this Agreement who wishes to be considered for a transfer from one department in the City to another department shall file such a request in writing with the personnel office. In order to be considered for a specific position the written consent of the Department Head of the department from which the employee wishes to transfer, as well as, the written consent of the Department Head to which the employee wishes to transfer must be obtained by the employee.

ARTICLE 16

SENIORITY

16.1. DEFINITION OF SENIORITY

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service since his last date of hire.

16.2 NON-APPLICATION OF SENIORITY

Seniority does not apply and shall not be required to be used as a determining factor in assigning particular types of work to employees within a position classification, or in assigning employees machines, equipment or places of work.

16.3 SENIORITY ROSTER

The City shall maintain and keep current a seniority roster noting date of current position by job title and/or classification by department. The seniority roster shall be made available for inspection and copying by an authorized union representative upon prior notification and request during regular business hours. (See also Article 8)

16.4 TERMINATION OF SENIORITY

Seniority and employment relationship shall be terminated when an employee:

- a. quits, or
- b. is discharged for just cause, or
- c. is laid off for a period in excess of two (2) years, or
- d. retires or is retired.

ARTICLE 17

JOB SECURITY

17.1. PROBATION AND PROBATIONARY PERIODS

17.1.1. Each newly hired or re-hired permanent full-time employee becomes a probationary employee upon the date of his employment, and remains so until he has fully completed his required probationary period. The normal probationary periods shall be as set forth below:

- 1. Newly hired employees - six (6) months
- 2. Re-hired employees - four (4) months

For the purpose of this section, 're-hired employees' shall only refer to and include former City employees.

17.1.2. During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the City, and neither the reason for nor the disciplinary action, discharge, layoff, or dismissal may be the subject of a grievance.

17.1.3. In the case of lay off there shall be no seniority among probationary employees. Upon the successful completion of the probationary period, however, the employee shall attain permanent employee status and receive all benefits normally afforded to regular permanent employees, including seniority.

17.2. PROMOTED EMPLOYEES

17.2.1. Any permanent employee who is promoted becomes a special probationary employee upon the date of the promotion, and remains so until he has successfully completed a required special probationary period of a maximum of six (6) months.

17.2.2. For the purpose of this Agreement, special probationary employees who are in the bargaining unit and who are employed on a regular full-time basis, shall be considered as and entitled to all benefits of non-probationary members of the bargaining unit.

17.2.3. If the special probationary employee fails to demonstrate that he can completely and satisfactorily perform the job within the special probationary period, the City may at its discretion return the employee to his former position classification, without any loss in seniority. Any other employees who were transferred or promoted following and as a result of this employee's transfer or promotion shall also be returned to their former positions.

ARTICLE 18

FILLING OF VACANCIES

18.1. PERMANENT VACANCY

For the purpose of this article, a permanent vacancy is created when the City determines to increase the work force and to fill a new position(s) or when any of the following personnel transactions take place in the bargaining unit and the City determines to replace the previous incumbent: terminations, promotions or demotions.

18.2. POSTING

Notice of permanent bargaining unit vacancies (except for entry level labor class positions) shall be posted on bulletin boards at each work station for five (5) working days. Such notice shall state the position, classification, the shift, the work location and assignment and the rate of pay for the job.

18.3 FILLING OF VACANCY

18.3.1. Any qualified bargaining unit employee may apply for a vacancy. Present permanent full-time City employees who apply will be considered and interviewed before going to the outside. The City may also fill the vacancy from outside the bargaining unit, as the City deems appropriate; however, prior to seeking applications from outside the bargaining unit, the City shall notify, in writing, such bargaining union employee who has applied as to the status of the vacancy.

18.3.2. So far as practicable, the City shall notify employees who apply for vacancies as to the status of their application within thirty (30) days from the receipt of the employee's application.

18.4. TEMPORARY UNSCHEDULED UPGRADING

18.4.1. To assure the orderly performance and continuity of municipal services, the City may be required to temporarily upgrade employees on an acting basis to higher positions. For the purpose of this Agreement, it is understood that temporary upgradings may be required in order to fill or compensate for temporary position classification vacancies.

18.4.2. The most qualified senior employee shall be offered the temporary upgrading.

18.4.3. An employee shall have the option to refuse temporary upgrading without prejudice.

18.4.4. Temporary upgrade pay shall be paid to the affected employee when he is acting in a higher position commencing with the start of the sixth (6th) accumulative work day that said employee is acting in the higher position in any one (1) calendar year.

18.5. TEMPORARY SCHEDULED UPGRADING

18.5.1. Employees covered by this Agreement who are scheduled in advance to work in a higher position shall be paid the appropriate rate for the higher position for all hours worked in the higher position.

18.5.2. The most qualified senior employee shall be offered the temporary upgrading.

18.5.3. An employee shall have the option to refuse temporary upgrading without prejudice.

ARTICLE 19

LAYOFF AND RECALL

19.1. LAYOFF AND RECALL

19.1.1. The City in its discretion shall determine whether layoffs are necessary and although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds.

19.1.2. If the City determines that layoffs are necessary, employees will be laid off in the following order:

A. Non-permanent full-time employees in a classification in a department will be reduced in force before permanent full-time employees in the same classification in the same department. Definitions in the NYS Civil Service Law will govern, e.g., provisional status etc.

B. Permanent full-time employees will be laid off from the affected classification in the affected department in accordance with their seniority and applicable state law governing layoffs. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.

19.2. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

19.3. If an employee is recalled to a position in a lower rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available, providing he is presently qualified to perform the work in the affected job classification.

19.4. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall.

19.5. Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail, provided that the employee must notify the department head of his intention to return within seven (7) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by

mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the department head with his latest mailing address.

19.6. The City shall, so far as practicable, notify the Union of any potential layoff affecting the union members, thirty (30) days prior to the effective date of the actual layoff.

ARTICLE 20

TRANSIT

20.1. Since the Greater Glens Falls Transit System (GGFTS) operates on a six (6) day work week and many of its employees regularly work less than eight (8) hours in any given work day, the following exceptions to the provisions of this Agreement shall apply to the drivers, cleaners and mechanics employed by GGFTS:

Notwithstanding anything in Article 8 to the contrary relating to overtime, the drivers, cleaners and mechanics shall be paid time and one-half for all hours worked in excess of forty (40) hours in any given work week, but shall not be paid time and one-half for hours worked in excess of eight (8) hours in any given work day; provided, however, if the least senior employee is directed to work the overtime, after all full-time drivers and part-time drivers have refused to voluntarily work the overtime, the provisions of 8 shall apply. For the purpose of this Article, paid vacations, paid sick leave, and paid personal leave shall be considered "hours worked" for the calculation of overtime.

20.2. The official Rules and Regulations of the Greater Glens Falls Transit System (GGFTS) shall be those dated April 1989 and last revised September 1989. These Rules and Regulations may be altered by mutual agreement of the City and the unit president. Any such agreement must be in writing and signed by both parties.

ARTICLE 21

WASTEWATER PLANT

Since the Wastewater Plant must be operated on a twenty-four (24) hour basis and may be dealing with toxic substances, the following exceptions to this Agreement shall apply to employees regularly scheduled to work in the Wastewater Plant:

A. All employees, other than office personnel, working in the Wastewater Treatment Plant shall wear uniforms (pants, shirts and shoes) as provided by the City. The City shall provide each employee with five (5) sets of shirts and pants and one pair of shoes. Employees shall not remove their uniforms from the Wastewater Treatment Plant. The City shall be solely responsible for cleaning said uniforms and shall furnish employees replacement shoes as needed, but not more often than once per year.

B. All employees shall be required to wear appropriate safety equipment while working in the Wastewater Plant. It shall be the City's responsibility to furnish all safety equipment required by state, federal and/or local regulations.

C. Any employee working in the Wastewater Plant shall have, at no expense to the employee, an annual physical performed by the City physician, and any inoculations required by state, federal and local law for employees working in a wastewater plant shall be furnished by the City at no expense to the employee.

ARTICLE 22

POLICE DEPARTMENT

22.1. Employees covered by this Agreement and working in the Police Department shall wear uniforms as provided by the City. The City shall be solely responsible for claiming said uniforms and shall furnish employees replacement uniforms, as needed, but not more often than once per year.

22.2. Notwithstanding anything in Article 8 to the contrary, employees of the Police Department covered by this Agreement shall be offered as follows:

22.2.1. Scheduled Overtime - on a seniority rotational basis at least five (5) calendar days prior to the finalization of the monthly work schedule. Those eight (8) hours which cannot be filled on a voluntary basis prior to the finalization of the monthly work schedule shall remain vacant and the duties shall be assumed by the on-duty police officers.

22.2.2. Unscheduled Overtime - On a seniority rotational basis.

22.2.3. Neither scheduled nor unscheduled overtime shall be offered to an employee where the employee would be asked to work more than two (2) consecutive eight (8) hour tours.

ARTICLE 23

PAST PRACTICE

With respect to matters not covered by this Agreement, the City will not seek to diminish or impair, during the terms of the agreement, any benefit or privilege provided by law, rules or regulations for employees without prior notice to the union; and, when appropriate, without negotiating with the Union; provided, however, that this Agreement shall be construed consistently with the free exercise of rights reserved to the City in Article 4 of this Agreement.

ARTICLE 24

CONCLUSION OF COLLECTIVE BARGAINING

24.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

24.2. The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except for the reopener set forth in Article 11 for health insurance. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

ARTICLE 25

SAVINGS CLAUSE

25.1. If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or its adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this Agreement or any additional thereto shall not be affected.

25.2. If a determination or decision is made as per 22.1. of this article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE 26

TERM OF AGREEMENT

26.1.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the City and the union, for the term of this Agreement, agree that neither shall be obligated to bargain collectively with

regard to any matter which is properly the subject of collective bargaining, whether covered or not by this Agreement unless specifically required to do so by the terms of this Agreement.

26.1.2. This Agreement shall remain in full force and effect, commencing as of January 1, 1996, and terminating on December 31, 1998, except that the changes in Sections 8.1.4 of this Agreement shall become effective on the date of the execution of this Agreement and the change in Section 11.2.4 became effective on May 1, 1997. For retroactive pay for 1996 and 1997, employees will receive the increased rates including calculation of overtime, vacation, holidays and paid leaves; however, to be eligible to receive the retroactive pay, the employee must be employed by the City as of May 1, 1997.

26.1.3. Neither the City, nor the union shall have any private understanding or agreement with an individual employee, or group of employees, nor with each other, in conflict with this Agreement.

ARTICLE 27

SIGNATURE CLAUSE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF GLENS FALLS

By: 

CITY OF GLENS FALLS UNIT OF THE
WARREN COUNTY LOCAL OF THE
CIVIL SERVICE EMPLOYEES
ASSOCIATION

By: 

STATE OF NEW YORK)
) ss.:
COUNTY OF WARREN)

On this 4 day of August, 1997, before me personally came VINCENT J. DeSANTIS, to me personally known, who being sworn that he is the Mayor of the City of Glens Falls, the corporation described in and which executed the above instrument; that he executed the same pursuant to authorization of the Common Council, of the City of Glens Falls; that he knows the seal of said corporation and the seal affixed to said instrument is such corporate seal; and he signed his name thereto by order of the Common Council.

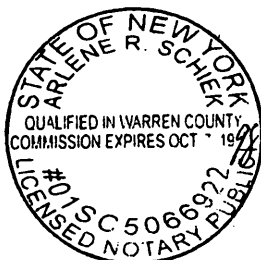

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF WARREN)

On this 4 day of August, 1997, before me, personally appeared SUSAN J. BROUILLETTE, who being by me duly sworn, did depose and say: that she is the President of the Glens Falls Unit of the Civil Service Employees Association, the corporation named and in which executed the foregoing instrument; that she knows the seal of said corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed his name thereto by like order.


Notary Public

#58227/v4



SCHEDULE A-1

GRADED EMPLOYEES (EXCLUSIVE OF HOURS)

COMPETITIVE

Assessor's Office	Real Property Tax Service Asst.	Grade 7
Building and Codes	Account Clerk	Grade 6
Cemetery	Typist	Grade 4
City Clerk's Office	Clerk	Grade 4
	Typist	Grade 4
DPW	Clerk	Grade 4
	Senior Account Clerk	Grade 9
	Junior Engineer	Grade 20
Fire	Senior Account Clerk/Typist	Grade 9
Health	Senior Typist	Grade 5
Police	Animal Control Officer	Grade 17
Purchasing		
	Senior Account Clerk	Grade 9
	Principal Account Clerk	Grade 14
Recreation	Senior Typist	Grade 5
Transit	Senior Typist	Grade 5
	Principal Account Clerk	Grade 14
Treasurer's	Account Clerk	Grade 6
	Senior Account Clerk	Grade 9
	Principal Account Clerk	Grade 14
	Data Entry/Punch Operator	Grade 9
	Payroll Clerk	Grade 7
Wastewater Treatment Plant		
	Instrumentation Electrician	Grade 22
	Senior Lab Technician	Grade 19
	Laboratory Technician	Grade 13
	Maintenance Supervisor	Grade 22
	Operator	Grade 13
	Operator Trainee	Grade 9
	Principal Account Clerk	Grade 14
	Senior Operator	Grade 19
Water/Sewer	Maintenance Superv./Storekeeper	Grade 22
	Senior Account Clerk	Grade 9
	Senior Typist	Grade 5
Water Treatment Plant	Operator	Grade 13
	Operator Trainee	Grade 9
	Senior Operator	Grade 19

SCHEDULE A-2

	1	2	3	4	5	10	15	20
GRADE 1								
1995	15084.76	15346.21	15605.02	15824.92	16131.96	16393.44	16654.90	16788.99
1996	15084.76	15346.21	15605.02	15824.92	16615.92	16885.24	17154.55	17292.66
1997	15084.76	15346.21	15605.02	15824.92	17072.86	17349.58	17626.30	17768.21
1998	15084.76	15346.21	15605.02	15824.92	17516.75	17800.67	18084.58	18230.18
GRADE 2								
1995	15666.68	15934.86	16208.39	16483.26	16759.49	17034.37	16654.90	17443.32
1996	15666.68	15934.86	16208.39	16483.26	17262.27	17545.40	17154.55	17966.62
1997	15666.68	15934.86	16208.39	16483.26	17736.98	18027.90	17626.30	18460.70
1998	15666.68	15934.86	16208.39	16483.26	18198.14	18496.63	18084.58	18940.68
GRADE 3								
1995	16240.57	16526.17	16815.80	17102.75	18551.94	17682.01	17970.30	18104.39
1996	16240.57	16526.17	16815.80	17102.75	19108.50	18212.47	18509.41	18647.52
1997	16240.57	16526.17	16815.80	17102.75	19633.98	18713.31	19018.42	19160.33
1998	16240.57	16526.17	16815.80	17102.75	20144.46	19199.86	19512.90	19658.50
GRADE 4								
1995	16813.12	17125.55	17437.96	17757.10	18069.51	18381.93	18707.76	18841.86
1996	16813.12	17125.55	17437.96	17757.10	18611.60	18933.39	19268.99	19407.12
1997	16813.12	17125.55	17437.96	17757.10	19123.42	19454.06	19798.89	19940.82
1998	16813.12	17125.55	17437.96	17757.10	19620.63	19959.87	20313.66	20459.28
GRADE 5								
1995	17384.34	17727.59	18073.54	18414.11	18754.69	19096.62	19434.52	19569.94
1996	17384.34	17727.59	18073.54	18414.11	19317.33	19669.52	20017.56	20157.04
1997	17384.34	17727.59	18073.54	18414.11	19848.56	20210.43	20568.04	20711.36
1998	17384.34	17727.59	18073.54	18414.11	20364.62	20735.90	21102.81	21249.86
GRADE 6								
1995	17964.93	18328.29	18679.61	19064.45	19429.16	19793.88	20161.26	20294.42
1996	17964.93	18328.29	18679.61	19064.45	20012.03	20387.70	20766.10	20903.25
1997	17964.93	18328.29	18679.61	19064.45	20562.36	20948.36	21337.17	21478.09
1998	17964.93	18328.29	18679.61	19064.45	21096.98	21493.02	21891.94	22036.52
GRADE 7								
1995	18540.16	18931.69	19325.90	19720.12	20113.00	20509.88	20900.08	21034.18
1996	18540.16	18931.69	19325.90	19720.12	20716.39	21125.18	21527.08	21665.21
1997	18540.16	18931.69	19325.90	19720.12	21286.09	21706.12	22119.07	22261.00
1998	18540.16	18931.69	19325.90	19720.12	21839.53	22270.48	22694.17	22839.79
GRADE 8								
1995	19115.39	19537.77	19953.44	20373.13	20788.79	21205.80	21731.07	21760.92
1996	19115.39	19537.77	19953.44	20373.13	21412.45	21841.97	22383.00	22413.75
1997	19115.39	19537.77	19953.44	20373.13	22001.29	22442.62	22998.53	23030.13
1998	19115.39	19537.77	19953.44	20373.13	22573.32	23026.13	23596.49	23628.91

	1	2	3	4	5	10	15	20
GRADE 9								
1995	19690.61	20161.26	20629.22	21102.56	21573.20	22045.18	22522.52	22647.42
1996	19690.61	20161.26	20629.22	21102.56	22220.40	22706.54	23198.20	23326.84
1997	19690.61	20161.26	20629.22	21102.56	22831.46	23330.97	23836.15	23968.33
1998	19690.61	20161.26	20629.22	21102.56	23425.08	23937.58	24455.89	24591.51
GRADE 10								
1995	20268.53	20788.79	21311.74	21834.67	22360.28	22883.22	23407.50	23541.59
1996	20268.53	20788.79	21311.74	21834.67	23031.09	23569.72	24109.73	24247.84
1997	20268.53	20788.79	21311.74	21834.67	23664.44	24217.89	24772.75	24914.66
1998	20268.53	20788.79	21311.74	21834.67	24279.72	24847.56	25416.84	25562.44
GRADE 11								
1995	20838.40	21416.32	21992.89	22562.76	23137.99	23719.92	24293.82	24427.91
1996	20838.40	21416.32	21992.89	22562.76	23832.13	24431.52	25022.63	25160.75
1997	20838.40	21416.32	21992.89	22562.76	24487.51	25103.39	25710.75	25852.67
1998	20838.40	21416.32	21992.89	22562.76	25124.19	25756.08	26379.23	26524.84
GRADE 12								
1995	21416.32	22045.18	22670.03	23300.23	23927.76	24555.27	25182.80	25316.90
1996	21416.32	22045.18	22670.03	23300.23	24645.59	25291.93	25938.28	26076.41
1997	21416.32	22045.18	22670.03	23300.23	25323.34	25987.46	26651.58	26793.51
1998	21416.32	22045.18	22670.03	23300.23	25981.75	26663.13	27344.52	27490.14
GRADE 13								
1995	21992.89	22670.03	23352.53	24033.69	24710.82	25391.98	26071.80	26205.89
1996	21992.89	22670.03	23352.53	24033.69	25452.14	26153.74	26853.95	26992.07
1997	21992.89	22670.03	23352.53	24033.69	26152.07	26872.97	27592.43	27734.35
1998	21992.89	22670.03	23352.53	24033.69	26832.02	27571.67	28309.83	28455.44
GRADE 14								
1995	22562.76	23300.23	24033.69	24763.12	25499.24	26227.35	26956.77	27090.87
1996	22562.76	23300.23	24033.69	24763.12	26264.22	27014.17	27765.47	27903.60
1997	22562.76	23300.23	24033.69	24763.12	26986.49	27757.06	28529.02	28670.95
1998	22562.76	23300.23	24033.69	24763.12	27688.14	28478.74	29270.77	29416.39
GRADE 15								
1995	23143.36	23927.76	24710.82	25499.24	26278.30	27064.04	27837.72	27971.80
1996	23143.36	23927.76	24710.82	25499.24	27066.65	27875.96	28672.85	28810.95
1997	23143.36	23927.76	24710.82	25499.24	27810.98	28642.55	29461.35	29603.25
1998	23143.36	23927.76	24710.82	25499.24	28534.07	29387.26	30227.35	30372.93
GRADE 16								
1995	23718.58	24555.27	25391.98	26227.35	27064.04	27902.08	28738.77	28872.87
1996	23718.58	24555.27	25391.98	26227.35	27875.96	28739.14	29600.93	29739.06
1997	23718.58	24555.27	25391.98	26227.35	28642.55	29529.47	30414.96	30556.88
1998	23718.58	24555.27	25391.98	26227.35	29387.26	30297.24	31205.75	31351.36

	1	2	3	4	5	10	15	20
GRADE 17								
1995	24296.50	25283.38	26071.80	26958.11	27860.53	28741.46	29630.46	29764.56
1996	24296.50	25283.38	26071.80	26958.11	28696.35	29603.70	30519.37	30657.50
1997	24296.50	25283.38	26071.80	26958.11	29485.50	30417.80	31358.65	31500.58
1998	24296.50	25283.38	26071.80	26958.11	30252.12	31208.66	32173.97	32319.60
GRADE 18								
1995	24787.26	25811.69	26751.63	27690.24	28635.53	29579.51	30520.80	30654.89
1996	24787.26	25811.69	26751.63	27690.24	29494.60	30466.90	31436.42	31574.54
1997	24787.26	25811.69	26751.63	27690.24	30305.70	31304.74	32300.92	32442.84
1998	24787.26	25811.69	26751.63	27690.24	31093.65	32118.66	33140.74	33286.35
GRADE 19								
1995	25444.28	26440.54	27431.45	28427.71	29419.95	30410.85	31407.10	31541.20
1996	25444.28	26440.54	27431.45	28427.71	30302.55	31323.18	32349.31	32487.44
1997	25444.28	26440.54	27431.45	28427.71	31135.87	32184.57	33238.92	33380.84
1998	25444.28	26440.54	27431.45	28427.71	31945.40	33021.37	34103.13	34248.74
GRADE 20								
1995	26022.19	27062.71	28115.28	29159.81	30203.01	31250.23	32294.76	32428.85
1996	26022.19	27062.71	28115.28	29159.81	31109.10	32187.74	33263.60	33401.72
1997	26022.19	27062.71	28115.28	29159.81	31964.60	33072.90	34178.35	34320.27
1998	26022.19	27062.71	28115.28	29159.81	32795.68	33932.80	35066.99	35212.60
GRADE 21								
1995	26675.20	27825.65	28978.80	30131.95	31289.11	32438.23	33588.70	33722.79
1996	26675.20	27825.65	28978.80	30131.95	32227.78	33411.38	34596.36	34734.47
1997	26675.20	27825.65	28978.80	30131.95	33114.04	34330.19	35547.76	35689.67
1998	26675.20	27825.65	28978.80	30131.95	33975.01	35222.77	36472.00	36617.60
GRADE 22								
1995	27325.51	28600.69	29873.16	31142.96	32418.12	33686.59	34960.40	35094.49
1996	27325.51	28600.69	29873.16	31142.96	33390.66	34697.19	36009.21	36147.32
1997	27325.51	28600.69	29873.16	31142.96	34308.90	35651.36	36999.46	37141.37
1998	27325.51	28600.69	29873.16	31142.96	35200.93	36578.30	37961.45	38107.05
GRADE 23								
1995	27981.09	29394.48	30813.10	32226.38	33639.66	35055.61	36468.89	36602.97
1996	27981.09	29394.48	30813.10	32226.38	34648.85	36107.28	37562.96	37701.06
1997	27981.09	29394.48	30813.10	32226.38	35601.69	37100.23	38595.94	38737.84
1998	27981.09	29394.48	30813.10	32226.38	36527.33	38064.84	39599.43	39745.02
GRADE 24								
1995	28572.52	30203.01	31755.74	33128.81	34913.49	36480.95	38047.08	38181.16
1996	28572.52	30203.01	31755.74	33128.81	35960.89	37575.38	39188.49	39326.59
1997	28572.52	30203.01	31755.74	33128.81	36949.81	38608.70	40266.17	40408.07
1998	28572.52	30203.01	31755.74	33128.81	37910.51	39612.53	41313.09	41458.68

	1	2	3	4	5	10	15	20
GRADE 25								
1995	29285.86	30990.10	32858.17	34390.54	36094.78	37792.31	39495.22	39629.31
1996	29285.86	30990.10	32858.17	34390.54	37177.62	38926.08	40680.08	40818.19
1997	29285.86	30990.10	32858.17	34390.54	38200.00	39996.55	41798.78	41940.69
1998	29285.86	30990.10	32858.17	34390.54	39193.20	41036.46	42885.55	43031.15
GRADE 26								
1995	30823.83	32616.57	34575.58	36196.69	37989.42	39775.46	41569.54	41703.63
1996	30823.83	32616.57	34575.58	36196.69	39129.10	40968.72	42816.63	42954.74
1997	30823.83	32616.57	34575.58	36196.69	40205.15	42095.36	43994.09	44136.00
1998	30823.83	32616.57	34575.58	36196.69	41250.48	43189.84	45137.94	45283.54
GRADE 27								
1995	32440.91	34643.95	36391.11	38095.36	39983.29	41864.52	43751.12	43885.21
1996	32440.91	34643.95	36391.11	38095.36	41182.79	43120.46	45063.65	45201.77
1997	32440.91	34643.95	36391.11	38095.36	42315.32	44306.27	46302.90	46444.82
1998	32440.91	34643.95	36391.11	38095.36	43415.52	45458.23	47506.78	47652.39
GRADE 28								
1995	34145.16	36132.32	38300.50	40097.27	42083.08	44062.19	46024.86	46182.13
1996	34145.16	36132.32	38300.50	40097.27	43345.57	45384.06	47405.61	47567.59
1997	34145.16	36132.32	38300.50	40097.27	44537.57	46632.12	48709.26	48875.70
1998	34145.16	36132.32	38300.50	40097.27	45695.55	47844.56	49975.70	50146.47
GRADE 29								
1995	35937.90	38028.30	40311.80	42201.08	44292.83	46373.86	48465.60	48599.70
1996	35937.90	38028.30	40311.80	42201.08	45621.61	47765.08	49919.57	50057.69
1997	35937.90	38028.30	40311.80	42201.08	46876.20	49078.62	51292.36	51434.28
1998	35937.90	38028.30	40311.80	42201.08	48094.98	50354.66	52625.96	52771.57
GRADE 30								
1995	37823.16	40024.86	42427.69	44417.54	46616.56	48808.87	51009.24	51143.33
1996	37823.16	40024.86	42427.69	44417.54	48015.06	50273.14	52539.52	52677.63
1997	37823.16	40024.86	42427.69	44417.54	49335.47	51655.65	53984.36	54126.26
1998	37823.16	40024.86	42427.69	44417.54	50618.19	52998.70	55387.95	55533.54

SCHEDULE B-1

		BASE	2	5	10	15	20
BUILDING MAINTENANCE SUPERVISOR C							
	1995	11.83	11.94	12.14	12.34	12.54	12.75
	1996	11.83	12.30	12.50	12.71	12.92	13.13
	1997	11.83	12.64	12.84	13.06	13.28	13.49
	1998	11.83	12.97	13.17	13.40	13.63	13.84
AUTOMOTIVE MECHANIC N/C							
	1995	11.45	11.52	11.72	11.92	12.12	12.18
	1996	11.45	11.87	12.07	12.28	12.48	12.55
	1997	11.45	12.20	12.40	12.62	12.82	12.90
	1998	11.45	12.52	12.72	12.95	13.15	13.24
WORKING SUPERVISOR N/C							
	1995	12.16	12.29	12.49	12.69	12.88	13.09
	1996	12.16	12.66	12.86	13.07	13.27	13.48
	1997	12.16	13.01	13.21	13.43	13.63	13.85
	1998	12.16	13.35	13.55	13.78	13.98	14.21
MEO HEAVY N/C							
	1995	10.79	10.92	11.09	11.30	11.51	11.72
	1996	10.79	11.25	11.42	11.64	11.86	12.07
	1997	10.79	11.56	11.73	11.96	12.19	12.40
	1998	10.79	11.86	12.03	12.27	12.51	12.72
MEO N/C							
	1995	9.79	9.90	10.11	10.28	10.49	10.70
	1996	9.79	10.20	10.41	10.59	10.80	11.02
	1997	9.79	10.48	10.70	10.88	11.10	11.32
	1998	9.79	10.75	10.98	11.16	11.39	11.61
AUTOMOTIVE MECHANIC HELPER N/C							
	1995	10.21	10.28	10.49	10.70	10.92	11.08
	1996	10.21	10.59	10.80	11.02	11.25	11.41
	1997	10.21	10.88	11.10	11.32	11.56	11.72
	1998	10.21	11.16	11.39	11.61	11.86	12.02
STOREKEEPER C							
	1995	10.74	10.81	11.01	11.22	11.43	11.63
	1996	10.74	11.13	11.34	11.56	11.77	11.98
	1997	10.74	11.44	11.65	11.88	12.09	12.31
	1998	10.74	11.74	11.95	12.19	12.40	12.63
SIGN MAINTENANCE WORKER C							
	1995	9.93	10.03	10.23	10.42	10.62	10.80
	1996	9.93	10.33	10.54	10.73	10.94	11.12
	1997	9.93	10.61	10.83	11.03	11.24	11.43
	1998	9.93	10.89	11.11	11.32	11.53	11.73

		BASE	2	5	10	15	20
CEMENT FINISHER N/C							
	1995	10.56	10.70	10.92	11.09	11.30	11.51
	1996	10.56	11.02	11.25	11.42	11.64	11.86
	1997	10.56	11.32	11.56	11.73	11.96	12.19
	1998	10.56	11.61	11.86	12.03	12.27	12.51
SENIOR BUILDING MAINTENANCE WORKER							
	1995	10.74	10.81	11.01	11.22	11.43	11.63
	1996	10.74	11.13	11.34	11.56	11.77	11.98
	1997	10.74	11.44	11.65	11.88	12.09	12.31
	1998	10.74	11.74	11.95	12.19	12.40	12.63
BUILDING MAINTENANCE MECHANIC N/C							
	1995	9.40	9.50	9.70	9.91	10.12	10.29
	1996	9.40	9.79	9.99	10.21	10.42	10.60
	1997	9.40	10.06	10.26	10.49	10.71	10.89
	1998	9.40	10.32	10.53	10.76	10.99	11.17
BUILDING MAINTENANCE WORKER							
	1995	8.80	8.89	9.09	9.29	9.48	9.69
	1996	8.80	9.16	9.36	9.57	9.76	9.98
	1997	8.80	9.41	9.62	9.83	10.03	10.25
	1998	8.80	9.65	9.87	10.09	10.29	10.52
LABORER L	Temp.*						
	1995	8.57	8.80	8.89	9.09	9.29	9.48
	1996	8.57	8.80	9.16	9.36	9.57	9.76
	1997	8.57	8.80	9.41	9.62	9.83	10.03
	1998	8.57	8.80	9.65	9.87	10.09	10.29
REC. MAINTENANCE MECHANIC ** N/C							
	1995	10.74	10.81	11.01	11.22	11.43	11.63
	1996	10.74	11.13	11.34	11.56	11.77	11.98
	1997	10.74	11.44	11.65	11.88	12.09	12.31
	1998	10.74	11.74	11.95	12.19	12.40	12.63
REC. MAINTENANCE WORKER ** L							
	1995	9.28	9.39	9.58	9.77	9.98	10.18
	1996	9.28	9.67	9.87	10.06	10.28	10.49
	1997	9.28	9.94	10.14	10.34	10.56	10.78
	1998	9.28	10.20	10.40	10.61	10.83	11.06
WATER/SEWER WORKING SUPERVISOR N/C							
	1995	12.16	12.29	12.49	12.69	12.88	13.09
	1996	12.16	12.66	12.86	13.07	13.27	13.48
	1997	12.16	13.01	13.21	13.43	13.63	13.85
	1998	12.16	13.35	13.55	13.78	13.98	14.21

		BASE	2	5	10	15	20
STREET MAINTAINER C							
	1995	11.09	11.20	11.41	11.59	11.80	12.00
	1996	11.09	11.54	11.75	11.94	12.15	12.36
	1997	11.09	11.86	12.07	12.27	12.48	12.70
	1998	11.09	12.17	12.38	12.59	12.80	13.03
MAINTENANCE WORKER I N/C							
	1995	10.79	10.92	11.09	11.30	11.51	11.72
	1996	10.79	11.25	11.42	11.64	11.86	12.07
	1997	10.79	11.56	11.73	11.96	12.19	12.40
	1998	10.79	11.86	12.03	12.27	12.51	12.72
MAINTENANCE WORKER II N/C							
	1995	9.79	9.90	10.11	10.28	10.49	10.70
	1996	9.79	10.20	10.41	10.59	10.80	11.02
	1997	9.79	10.48	10.70	10.88	11.10	11.32
	1998	9.79	10.75	10.98	11.16	11.39	11.61
WATER METER SERVICE WORKER C							
	1995	10.10	10.20	10.40	10.59	10.79	11.01
	1996	10.10	10.51	10.71	10.91	11.11	11.34
	1997	10.10	10.80	11.00	11.21	11.42	11.65
	1998	10.10	11.08	11.29	11.50	11.72	11.95
DISPATCHER/METER READER C							
	1995	11.18	11.27	11.46	11.65	11.83	12.04
	1996	11.18	11.61	11.80	12.00	12.18	12.40
	1997	11.18	11.93	12.12	12.33	12.51	12.74
	1998	11.18	12.24	12.44	12.65	12.84	13.07
LABORER I ** L							
	1995	9.28	9.41	9.62	9.79	9.99	10.15
	1996	9.28	9.69	9.91	10.08	10.29	10.45
	1997	9.28	9.96	10.18	10.36	10.57	10.74
	1998	9.28	10.22	10.44	10.63	10.84	11.02
LABORER L							
		Temp.*					
	1995	8.57	8.80	8.89	9.09	9.29	9.69
	1996	8.57	8.80	9.16	9.36	9.57	9.98
	1997	8.57	8.80	9.41	9.62	9.83	10.25
	1998	8.57	8.80	9.65	9.87	10.09	10.52
TREES AND PARKS WORKING SUPERVISOR N/C							
	1995	12.16	12.29	12.49	12.69	12.88	13.09
	1996	12.16	12.66	12.86	13.07	13.27	13.48
	1997	12.16	13.01	13.21	13.43	13.63	13.85
	1998	12.16	13.35	13.55	13.78	13.98	14.21

		BASE	2	5	10	15	20
TREE TRIMMER/DRIVER N/C							
	1995	11.12	11.22	11.43	11.64	11.82	12.02
	1996	11.12	11.56	11.77	11.99	12.17	12.38
	1997	11.12	11.88	12.09	12.32	12.50	12.72
	1998	11.12	12.19	12.40	12.64	12.83	13.05
GROUNDSKEEPER N/C							
	1995	9.28	9.39	9.58	9.77	9.98	10.18
	1996	9.28	9.67	9.87	10.06	10.28	10.49
	1997	9.28	9.94	10.14	10.34	10.56	10.78
	1998	9.28	10.20	10.40	10.61	10.83	11.06
TREE TRIMMER N/C							
	1995	10.79	10.92	11.09	11.30	11.51	11.72
	1996	10.79	11.25	11.42	11.64	11.86	12.07
	1997	10.79	11.56	11.73	11.96	12.19	12.40
	1998	10.79	11.86	12.03	12.27	12.51	12.72
LABORER L							
		Temp.*					
	1995	8.62	8.80	8.89	9.09	9.29	9.69
	1996	8.62	8.80	9.16	9.36	9.57	9.98
	1997	8.62	8.80	9.41	9.62	9.83	10.25
	1998	8.62	8.80	9.65	9.87	10.09	10.52
LABORER ** II							
	1995	8.89	9.01	9.21	9.42	9.63	9.81
	1996	8.89	9.28	9.49	9.70	9.92	10.10
	1997	8.89	9.54	9.75	9.97	10.19	10.38
	1998	8.89	9.79	10.00	10.23	10.45	10.65
CEMETERY WORKING SUPERVISOR N/C							
	1995	12.16	12.29	12.49	12.69	12.88	13.09
	1996	12.16	12.66	12.86	13.07	13.27	13.48
	1997	12.16	13.01	13.21	13.43	13.63	13.85
	1998	12.16	13.35	13.55	13.78	13.98	14.21
MEO N/C							
	1995	9.79	9.90	10.11	10.28	10.49	10.70
	1996	9.79	10.20	10.41	10.59	10.80	11.02
	1997	9.79	10.48	10.70	10.88	11.10	11.32
	1998	9.79	10.75	10.98	11.16	11.39	11.61
LABORER L							
	1995	8.80	8.89	9.09	9.29	9.48	9.69
	1996	8.80	9.16	9.36	9.57	9.76	9.98
	1997	8.80	9.41	9.62	9.83	10.03	10.25
	1998	8.80	9.65	9.87	10.09	10.29	10.52

		BASE	2	5	10	15	20	
RECREATION FACILITY ATTENDANT L	Temp.*							
	1995	8.62	8.80	8.89	9.09	9.29	9.48	9.69
	1996	8.62	8.80	9.16	9.36	9.57	9.76	9.98
	1997	8.62	8.80	9.41	9.62	9.83	10.03	10.25
	1998	8.62	8.80	9.65	9.87	10.09	10.29	10.52
RECREATION ATTENDANT L								
	1995		8.47	8.57	8.76	8.96	9.18	9.30
	1996		8.47	8.83	9.02	9.23	9.46	9.58
	1997		8.47	9.07	9.27	9.48	9.72	9.84
	1998		8.47	9.31	9.51	9.73	9.97	10.10
ELECTRICAL ELECTRICIAN N/C								
	1995		14.81	14.88	15.08	15.29	15.49	15.69
	1996		14.81	15.33	15.53	15.75	15.95	16.16
	1997		14.81	15.75	15.96	16.18	16.39	16.60
	1998		14.81	16.16	16.37	16.60	16.82	17.03
ELECTRICIAN'S ASSISTANT N/C								
	1995		9.74	10.81	11.01	11.22	11.42	11.63
	1996		9.74	11.13	11.34	11.56	11.76	11.98
	1997		9.74	11.44	11.65	11.88	12.08	12.31
	1998		9.74	11.74	11.95	12.19	12.39	12.63
WASTEWATER TREATMENT MAINTENANCE MECHANIC N/C								
	1995		11.52	11.59	11.80	12.00	12.21	12.40
	1996		11.52	11.94	12.15	12.36	12.58	12.77
	1997		11.52	12.27	12.48	12.70	12.93	13.12
	1998		11.52	12.59	12.80	13.03	13.27	13.46
PLANT ATTENDANT N/C								
	1995		9.79	9.90	10.11	10.28	10.49	10.70
	1996		9.79	10.20	10.41	10.59	10.80	11.02
	1997		9.79	10.48	10.70	10.88	11.10	11.32
	1998		9.79	10.75	10.98	11.16	11.39	11.61
LABORER L	Temp.*							
	1995	8.57	8.80	8.89	9.09	9.29	9.48	9.69
	1996	8.57	8.80	9.16	9.36	9.57	9.76	9.98
	1997	8.57	8.80	9.41	9.62	9.83	10.03	10.25
	1998	8.57	8.80	9.65	9.87	10.09	10.29	10.52
WATER TREATMENT PLANT LABORER L								
	1995	8.57	8.80	8.89	9.09	9.29	9.48	9.69
	1996	8.57	8.80	9.16	9.36	9.57	9.76	9.98
	1997	8.57	8.80	9.41	9.62	9.83	10.03	10.25
	1998	8.57	8.80	9.65	9.87	10.09	10.29	10.52

		BASE	2	5	10	15	20
TRANSIT							
AUTOMOTIVE MECHANIC/STOREKEEPER C							
	1995	12.85	12.95	13.16	13.35	13.56	13.76
	1996	12.85	13.34	13.55	13.75	13.97	14.17
	1997	12.85	13.71	13.92	14.13	14.35	14.56
	1998	12.85	14.07	14.28	14.50	14.72	14.94
AUTOMOTIVE MECHANIC N/C							
	1995	11.35	11.46	11.67	11.86	12.07	12.27
	1996	11.35	11.80	12.02	12.22	12.43	12.64
	1997	11.35	12.12	12.35	12.56	12.77	12.99
	1998	11.35	12.44	12.67	12.89	13.10	13.33
BUS DRIVER N/C							
	1995	10.09	10.20	10.40	10.58	10.79	10.99
	1996	10.09	10.51	10.71	10.90	11.11	11.32
	1997	10.09	10.80	11.00	11.20	11.42	11.63
	1998	10.09	11.08	11.29	11.49	11.72	11.93
TRANSPORTATION DISPATCHER C							
	1995	11.18	11.27	11.46	11.65	11.83	12.04
	1996	11.18	11.61	11.80	12.00	12.18	12.40
	1997	11.18	11.93	12.12	12.33	12.51	12.74
	1998	11.18	12.24	12.44	12.65	12.84	13.07
MECHANIC HELPER N/C							
	1995	9.66	9.78	9.97	10.16	10.36	10.56
	1996	9.66	10.07	10.27	10.46	10.67	10.88
	1997	9.66	10.35	10.55	10.75	10.96	11.18
	1998	9.66	10.62	10.82	11.03	11.24	11.47
CLEANER L							
		Temp.*					
	1995	7.88	7.96	8.05	8.25	8.46	8.65
	1996	7.88	7.96	8.29	8.50	8.71	8.91
	1997	7.88	7.96	8.52	8.73	8.95	9.16
	1998	7.88	7.96	8.74	8.96	9.18	9.40
POLICE							
PUBLIC SAFETY DISPATCHER C							
		BASE	1	3	5	10	15
							20
	1995	9.07	9.28	10.89	11.50	11.65	11.83
	1996	9.07	9.28	11.22	11.85	12.00	12.18
	1997	9.07	9.28	11.53	12.18	12.33	12.51
	1998	9.07	9.28	11.83	12.50	12.65	12.84
TRAFFIC CONTROL ASSISTANT N/C							
	1995	9.07	9.16	9.38	9.56	9.70	9.91
	1996	9.07	9.16	9.66	9.85	9.99	10.21
	1997	9.07	9.16	9.93	10.12	10.26	10.49
	1998	9.07	9.16	10.19	10.38	10.53	10.76

*TEMPORARY AND PROBATIONAL

**RED-FLAG POSITION; WILL NOT BE FILLED WHEN VACATED